

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

FAO-3898-2022 (O&M)
Date of Decision: 02.02.2023

Major Sahil Gupta
&

..... Appellant/Petitioner(s)

Srishty

..... Respondent(s)

CORAM:- HON'BLE MRS. JUSTICE LISA GILL
HON'BLE MRS. JUSTICE RITU TAGORE

Present: Applicant-appellant – Major Sahil Sharma in person.

Respondent - Srishty in person with
Mr. Piyush Kumar Sabharwal, Advocate and
Mr. Sidhant Vermani, Advocate.

LISA GILL, J.

CM-989-CII-2023

At request and with consent of appellant appearing in person and learned counsel for the respondent, hearing of this appeal is preponed from 21.02.2023 for today itself.

Application is disposed of accordingly.

CM-489-CII-2023

Petition under Section 13-B of Hindu Marriage Act, 1955, annexed alongwith the application, is taken on record, subject to just exceptions.

Application is disposed of accordingly.

FAO No. 3898 of 2022

This appeal had been filed by the appellant being aggrieved of judgment dated 13.07.2022, passed by learned Principal Judge, Family Court, Amritsar, whereby amount of Rs.35,000/- per month was granted to

the respondent-wife as maintenance *pendente-lite* on the application under Section 24 of Hindu Marriage Act, 1955 (hereinafter referred to as 'the Act'), filed by the respondent-wife, in the petition under Section 12 of the Act, filed by the husband.

During pendency of this appeal, the matter has been amicably resolved between the parties. Settlement/Agreement dated 28.10.2022 is attached with the file. Same is taken on record as Mark A-1. The terms and conditions are duly mentioned in para 10 (a) to (s) of the Agreement.

Statements of the parties who seek divorce by mutual consent, were recorded at first motion on 28.10.2022. The appellant and respondent are present in Court. It is reiterated that the matter has been amicably settled between the parties with the terms and conditions being reduced into writing on 28.10.2022.

It was agreed between the parties that a total sum of ₹12,00,000/- would be paid by the appellant-husband as settlement of all claims of the respondent-wife qua maintenance, permanent alimony etc. and the parties agreed to mutually seek dissolution of their marriage. It is reiterated that terms and conditions of the settlement are detailed in para 10(a) to (s) of Agreement/Compromise Deed dated 28.10.2022.

Demand draft for a sum of ₹4,50,000/- was handed over to the respondent-wife on 28.10.2022 and demand draft dated 03.01.2023, for a sum of ₹7,50,000/- has been handed over to the respondent in Court today. Photocopy thereof is taken on record, subject to just exceptions. Matriculation certificate and birth certificate of the respondent have also been handed over to her in Court today. Photocopies of same are taken on record.

The parties submit that they seek dissolution of their marriage, which was solemnized on 16.04.2019. It is stated that they have been living separately since September, 2019 and no child was born out of this wedlock. It is submitted that petition under Section 12 of the Hindu Marriage Act, 1955, filed by the appellant has since been withdrawn on 04.11.2022. All proceedings initiated by the respective parties, it is stated, have since been withdrawn and both the FIRs, which were registered, also stand quashed. It is further stated that settlement has been arrived at between the parties out of their own free will and volition without any pressure, coercion or undue influence from any quarter. Parties submit that they shall remain bound by the terms and conditions of the settlement. Appellant and respondent seek waiver of statutory period of six months for recording their statements at second motion as it is submitted that there is no possibility of their cohabiting together. In support of this assertion, reliance has been placed upon the judgment of the Hon'ble Supreme Court in **Amardeep Singh Vs. Harveen Kaur, 2017(8) SCC 746**, wherein the Hon'ble Supreme Court has held that the Court in case of there being no hope for bringing together the parties and that the parties are unable to live with each other in future, the said mandatory period can be waived off.

In the light of the above and keeping in view the judgment passed by the Hon'ble Supreme Court in **Amardeep Singh's** case (supra), this Court is satisfied in the light of the facts and circumstances of the present case that the parties have not been able to live together since September, 2019 and there has been complete disruption of marital relations. With no possibility of reconciliation between them despite earnest efforts for reconciliation, the marriage has broken irretrievably. The parties have genuinely settled their differences and the waiting period will prolong their agony. The parties have

thus made out a case for waiver of the statutory period of six months.

Accordingly, their statements at second motion have been recorded separately today. Both the parties while reiterating their statements at first motion, submitted that they had agreed to part ways on the terms and conditions as detailed in the Compromise Deed dated 28.10.2022 out of their own free will and volition, without any kind of pressure, coercion or undue influence from any quarter and that they shall remain bound by the terms and conditions of said Agreement.

It is a matter of record that the parties are living separately since September, 2019 and that despite earnest efforts all attempts for reconciliation and resumption of matrimonial ties have failed. There is indeed no possibility of the parties resuming matrimonial ties.

Keeping in view the facts and circumstances, petition under Section 13-B of the Hindu Marriage Act, 1955 is allowed. Marriage solemnized between the parties is dissolved by way of mutual consent under Section 13-B of the Act. The parties shall remain bound by the terms and conditions of the compromise dated 28.10.2022. Needless to say in view of the settlement, there would be no deduction from the salary of the appellant. Decree sheet be prepared accordingly.

Pending miscellaneous applications, if any, shall stand disposed of accordingly.

(LISA GILL)
JUDGE

(RITU TAGORE)
JUDGE

02.02.2023

Sunil

Whether speaking/reasoned: Yes/No
Whether reportable: Yes/No