

IN THE HIGH COURT OF PUNJAB AND HARYANA AT  
CHANDIGARH

FAO-64-2017 (O&M)  
Date of Decision: 29.05.2023

SURINDER KUMARI  
Versus

..... Appellant(s)

BALBIR CHAND

..... Respondent(s)

with

CR-7323-2019 (O&M)

SUNITA RANI  
Versus

..... Petitioner(s)

SUURINDER KUMARI AND ANOTHER

..... Respondent(s)

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

Present: Mr. Malkeet Singh, Advocate  
for the appellant in FAO-64-2017.

Mr. Bhupinder Banga, Advocate  
for the petitioner in CR-7323-2019 and  
for the respondent in FAO-64-2017.

Mr. Saurabh Savara, Advocate  
for respondent no.1 in CR-7323-2023.

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**LISA GILL, J.**

1. FAO-64-2017, titled 'Surinder Kumari Vs. Balbir Chand' and CR-7323-2019, titled 'Sunita Rani Vs. Surinder Kumari and another' are being taken up together at request and with consent of learned counsel for the parties, keeping in view the nature of controversy involved.

2. FAO-64-2017 has been filed by the appellant-wife, challenging judgment and decree dated 27.05.2016, passed by the learned District Judge (Family Court), SBS Nagar, whereby her suit for recovery has been decreed to the extent that she has been held entitled to maintenance @ ₹5,000/- per

month only. She seeks enhancement of this amount and other benefits as claimed in her suit. Subject matter of challenge in CR-7323-2019 is order dated 10.09.2019, passed by learned Principal Judge, Family Court, SBS Nagar whereby objections filed by petitioner therein, namely Sunita Rani, opposing execution of judgment and decree dated 27.05.2016 have been dismissed. Property as described in said suit is claimed to be belonging to Sunita Rani, who is the petitioner in CR-7323-2019.

3. Learned counsel for the parties submit that during pendency of these proceedings the matter has been amicably resolved between the appellant - Surinder Kumari and her husband – Balbir Chand (brother of the petitioner in CR-7323-2019) as well as Sunita Rani. Terms and conditions of the settlement were reduced in writing on 06.01.2023 before Mediation and Conciliation Centre of this Court. Same is taken on record as A1, subject to just exception. Relevant terms of said settlement read as under:-

“7. The following settlement has been arrived at between the Parties hereto:

a) The parties 'Surinder Kumari and Balbir Chand' have agreed that they will not be able to live as husband and wife and have decided to part ways by getting divorce from each other on the basis of mutual consent. It has been agreed that the parties shall file petition under Section 13-B of Hindu Marriage Act at Family Court, SBS Nagar within two months from 14.02.2023. Both the parties undertake to make statement, to file affidavit in support of the petition under Section 13B HMA to give effect to the present settlement.

b) It has been agreed between the parties that they will move the Hon'ble Court for second motion of divorce by mutual consent after six months i.e the mandatory period as per law. Both the parties have further agreed that they will, request the Hon'ble

Court to waive the statutory period of six months required for filing the second motion, in case, second party-husband is able to arrange the amount to be paid at the time second motion.

c) It has been agreed that the husband-Balbir Chand will pay an amount of Rs.22,00,000/- (Rupees Twenty Two Lacs only) to the wife- Surinder Kumari in lieu of permanent settlement (Past, present and future). The amount of Rs.22,00,000/- (Rupees Twenty Two Lacs only) shall be full and final amount for present, past and future maintenance for herself and no further amount shall be claimed by the first party/wife on any account i.e. permanent alimony and maintenance (past, present and future). The first party/wife shall not claim any right over the property moveable as well as immovable of second party - Balbir Chand and other family members in future. It has been agreed between the parties that the amount of Rs.22,00,000/- (Rupees Twenty Two Lacs only) shall be paid by Balbir Chand-second party in the following manner:-

- (i) First instalment of Rs.11,00,000/- (Rupees Eleven Lacs Only) will be paid in the shape of demand draft in the name of Surinder Kumari-wife at the time of recording of first motion statement in the learned Court under Section 13-B of HMA.
- (ii) Second instalment of Rs.11,00,000/- (Rupees Eleven Lacs Only) will be paid in the shape of demand draft in the name of Surinder Kumari-wife at the time of recording of second motion statement in the learned Court under Section 13-B of HMA.
- (iii) It has been agreed between the parties that the first party-wife go and collect her belongings, which are in custody of the sister-in-law of second party-husband at Mokandpur. Shaheed Bhagat Singh Nagar, Punjab-144507, after recording of first motion statement. The list of articles is annexed herewith as Annexure'B', duly signed by the first party-wife and her sister-in-law. First party-wife has undertaken to bear all the expenses for collecting her articles lying with her sister-in-law. However, she will requests the Panchayat members to accompany her

while she is taking her articles from the custody of sister-in-law to avoid any dispute.

8. It has been mutually agreed between the parties that both the parties shall withdraw the cases filed by them in different Courts relating to the matrimonial dispute after the first motion statement in petition under Section 13-B of HMA.

9. It has been further mutually agreed by both the parties that if any complaint/case/application is pending before any competent court of law/competent authority, which is not in the knowledge of either of the parties or has escaped their attention shall also be withdrawn by them.

10. The parties further undertake not to initiate or institute any litigation against each other and their family members. The parties further undertake not to use any document etc. against each other which have been left in their possession after this date of agreement.

11. This compromise has been reached between the parties without any pressure and both the parties have very happily agreed to abide by the terms and conditions of the agreement. Both the parties shall be bound by the terms and conditions of this compromise.

12. It has been further agreed between the parties that if the second party backs out from the terms of the present settlement, the amount so paid by the second party shall be forfeited and the first party will be at liberty to take recourse of law.”

4. Petitioner in CR-7323-2019 present in Court, duly identified by her counsel states that she has no objection in case ₹2,00,000/- deposited by her pursuant to order dated 03.12.2019 (in CR-7323-2019) is released to Surinder Kumari in addition to the amount as recorded in settlement/agreement dated 06.01.2023.

5. Smt. Surinder Kumari, present in Court submits that she would

abide by all the terms and conditions as are mentioned in the agreement dated 06.01.2023. She has received a sum of ₹11,00,000/- as part payment out of the total sum of ₹22,00,000/-. She submits that she would not claim any amount from the petitioner in CR-7323-2019, after receipt of the sum of ₹2,00,000/-. She further submits that she may be permitted to withdraw FAO-64-2017 in view of the settlement arrived at between the parties but subject to adherence of the terms and conditions of the settlement by the respondent thereto.

6. Accordingly, FAO-64-2017 is dismissed as withdrawn with liberty to the appellant to file appropriate application in case the terms of settlement dated 06.01.2023 are not adhered to by the respondent and CR-7323-2019 is disposed of as infructuous in view of the settlement arrived at between the parties.

7. Photocopy of this order be placed on the file of above mentioned connected case.

**(LISA GILL)  
JUDGE**

**(RITU TAGORE)  
JUDGE**

**29.05.2023**  
Sunil

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