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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

FAO-5092-2022 (O&M)
Date of decision: 07.12.2023

Deep Karan Singh

... Appellant

Vs.

Sukhpreet Kaur

... Respondent

CORAM: HON'BLE MR. JUSTICE SUDHIR SINGH
HON'BLE MR. JUSTICE SUMEET GOEL

Present: Mr. Gaurav Chopra, Sr. Advocate with
Mr. Akshat Dalal, Advocate
for the appellant.

Mr. D.S. Bhinder, Advocate
for the respondent.

SUDHIR SINGH, J. (ORAL)

CM-22102-CII-2023

Prayer in this application is for converting the petition filed under Section 13(1)(ia) of Hindu Marriage Act, 1955 (for short 'the Act') into the petition under Section 13-B of the Act.

Learned counsel for the applicant-appellant submits that a settlement/agreement dated 09.11.2023 has been arrived at between the parties and they have decided to part their ways on the terms and conditions contained in the said settlement/agreement.

For the reasons stated in the application, same is allowed and petition filed under Section 13(1)(ia) of the Act is converted into the petition under Section 13-B of the Act.

CM-22588-CII-2023

Prayer in this application is for waiving off the cooling period prescribed under Section 13-B of the Act.

For the reasons stated in the application, which is duly supported by an affidavit and also in view of judgment of the Hon'ble Supreme Court in **Amit Kumar Vs. Suman Beniwal, 2022 AIR (Supreme Court) 570**, same is allowed and cooling period as prescribed under Section 13-B of the Act is waived off.

FAO-5092-2022

Vide judgment and decree dated 15.10.2022 passed by the learned Addl. Principal Judge, Family Court, Bathinda, the petition filed by the petitioner-husband under Section 13(1)(ia) of the Act seeking divorce, was dismissed.

Learned counsel for the petitioner submits that marriage between the parties was solemnized on 06.11.2014 according to Sikh rites and ceremonies and out of the said wedlock, no child was born.

Two demand drafts bearing No.37216 and 37217 dated 29.11.2023, each amounting to Rs.42,50,000/-, total Rs.85.00 lacs have been handed over by learned senior counsel for petitioner No.1-husband to learned counsel for petitioner No.2-wife in the Court today and xerox copies of the

same are taken on record.

It is worth noticing that during pendency of the present petition, an amicable settlement has been arrived at between the parties and the joint application i.e. CM-22102-CII-2023 for converting the petition under Section 13(1)(ia) of the Act into a petition under Section 13-B of the Act moved by them, has been allowed today.

From bare perusal of the record, it appears that the parties have been living separately since August, 2015 and now, they have entered into a settlement/agreement dated 09.11.2023 to part their ways. The terms and conditions as contained in para No.4 of the said settlement/agreement arrived at between the parties, would read as under: -

“i) The parties have concluded that Deep Karan Singh and Sukhpreet Sidhu will not be able to live as husband and wife and have decided to part ways by getting decree of divorce from each other on the basis of mutual consent. It has been agreed that the parties shall file joint petition under Section 13-B of Hindu Marriage Act before the Hon’ble High Court at Chandigarh in FAO-5092-2022 for seeking decree of divorce by mutual consent for which necessary documents required for filing the joint petition will be prepared and signed by both parties in presence of their respective Advocates wherever required and have no objection to it.

ii) It has been further decided that the petition for quashing of the above FIR shall be filed by the first party and his family members before Hon’ble High Court at Chandigarh after filing of petition u/s 13-B of HMA Act for mutual divorce. It has been further agreed that the criminal case shall not be pursued by the

complainant and her family. The complainant further undertakes that she will have no objection for the quashing of the above said FIR on the basis of compromise and further undertakes that she shall make a statement in the Court for the quashing of the above said FIR as and when directed by Hon'ble Court.

iii) It has been agreed between the parties that the husband Deep Karan Singh shall pay an amount of Rs.85,00,000/- (Eighty five lakhs) to the wife Sukhpreet Kaur in lieu of permanent alimony and shall be full and final amount for present, past and future and no further amount shall be claimed.

iv) First installment of half of Rs.85,00,000/- (eighty five lakhs) which is Rs.42,50,000/- (forty two lakhs and fifty thousand) shall be paid in the shape of demand draft in favour of Sukhpreet Sidhu d/o Bikramjit Singh at the time of making first statement in the court u/s 13-B of HMA Act.

v) The second and final installment of half of Rs. Eighty five lakhs which is forty two lakhs and fifty thousand shall be paid in the shape of demand draft at the time of making final statement in the court u/s 13-B of HMA.

vi) It is agreed between the parties that the first party and his family members shall return the remaining articles to the second party, as agreed between the parties but subject to the satisfaction of the second party before making a statement in the Hon'ble Court by the second party.

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

viii) The parties further undertake not to initiate or institute any

unwanted litigation against each other and their family. 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.

ix) 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 with the terms and conditions of this compromise.

x) It has been further agreed between the parties that if the first party backs out from the terms of the present settlement, the amount so paid by the first party shall be forfeited and the second party is at liberty to take recourse of law. In the same manner, if the second party backs out from any terms of the present settlement, then in that case, she is liable to pay the amount she has received and the first party is at liberty to take recourse of law as available to them.

xi) With the execution of the present compromise, the entire dispute between the parties shall stand settled and all the parties shall be free to lead their life as per their own wishes. None of the parties shall interfere in each other's life or harass each other and their family.

xii) It has been further decided between the parties that in case of necessity, both the parties shall be free to present the copy of the above compromise before any authority or court if the same is required to witness the execution of the compromise or to settle any pending controversy between the parties.

xiii) The parties have gone through the contents and the same have been explained to the parties and after admitting the same as correct, have put their respective signatures.

xiv) The copy of the settlement is being handed over to both the parties.

xv) The self attested copies of Aadhar Cards submitted by both the parties are attached herewith as their Identity Proofs.”

In view of the settlement/agreement effected between the parties, present petition is allowed and judgment and decree dated 15.10.2022 passed by learned Addl. Principal Judge, Family Court, Bathinda, is set aside. The marriage between the parties is dissolved by a decree of divorce by way of mutual consent.

However, it is clarified that the parties shall remain bound by the terms and conditions of the aforesaid settlement/agreement, which shall form part of the decree.

Decree sheet be drawn accordingly.

Pending application(s), if any, shall stand disposed of.

[SUDHIR SINGH]
JUDGE

[SUMEET GOEL]
JUDGE

07.12.2023
vishnu

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No