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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

FAO-951-2024 (O/M)

Date of decision : 14.05.2024

Kapil Kumar

..... Appellant

Versus

Sujata Teotia

..... Respondent

CORAM : HON'BLE MR. JUSTICE SUDHIR SINGH
HON'BLE MR. JUSTICE HARSH BUNGER

Present :- Mr. Gaurav Arora, Advocate
for appellant.

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SUDHIR SINGH, J. (ORAL)

1. The present appeal has been preferred against the judgment and decree dated 06.01.2024, passed by the learned Principal Judge, Family Court, Panchkula, whereby the divorce petition filed by appellant (husband) under Section 13 of Hindu Marriage Act, 1955, has been dismissed.

2. In the course of arguments, learned counsel for appellant has produced Terms of Settlement dated 22.04.2024 in Court today itself, which was arrived at between the parties before the Mediator, Mediation and Conciliation Centre of this Court and the same is taken on record, subject to all just exceptions. The relevant extract of aforesaid terms of settlement are as under :-

“6. Both the parties have agreed to party their ways on the following terms and conditions :-

a) Both the parties have agreed that the petition

under Section 13-B of the Hindu Marriage Act for grant of divorce by mutual consent shall be filed by both the parties on or before 30.04.2024 in competent Court of Jurisdiction at Panchkula (Haryana) and the first party/husband shall inform the second party/wife regarding the date and time for the purpose to file the aforesaid petition. Both the parties have also agreed to co-operate to each other regarding filing the petition under Section 13B of Hindu Marriage Act.

b) The first party/husband undertakes to pay full and final maintenance of Rs. 45,00,000/- (Rupees Forty Five Lacs only) to the second party (wife), who accepts the same. This amount is towards the permanent alimony of the second party/wife covering her entire past arrears, present and future maintenance allowances. This amount would be payable by the first party/husband in four instalments, which are as under :-

i) The first party/husband has agreed to pay first instalment of Rs. 5,00,000/- (Rupees Five Lacs only) to the second party/wife in the shape of Demand Draft at the time of first motion hearing fixed by the Family Court, Panchkula in the petition under Section 13-B of the Hindu Marriage Act.

ii) The first party/husband has further agreed to pay second instalment of Rs. 10,00,000/- (Rupees Ten Lacs only) to the second party/wife in the shape of Demand Draft

on or before 30.05.2024.

iii) The first party/husband has further agreed to pay third instalment of Rs. 10,00,000/- (Rupees Ten Lacs only) to the second party/wife in the shape of Demand Draft on or before 30.06.2024.

iv) The first party/husband has further agreed to pay fourth/final instalment of Rs. 20,00,000/- (Rupees Twenty Lacs only) to the second party/wife in the shape of Demand Draft at the time decree of divorce granted by the Family Court, Panchkula in the petition under Section 13-B of the Hindu Marriage Act.

It has also been agreed and consented by both the parties that they will appear before the Family Court in the petition under Section 13B of Hindu Marriage Act at the time of recording their respective statements and as and when their presence would be required by the Family Court for recording their statements in the aforesaid context.

v) Both the parties have agreed that during the pendency of the above-referred divorce proceedings, the first party/husband and his family members shall file a petition for quashing of the FIR No. 37 dated 12.03.2019 registered at Police Station Women, Panchkula under Section 498-A, 323, 406, 506 IPC before the Hon'ble Punjab and Haryana High Court at Chandigarh on the basis of the present settlement/compromise and it has also been

agreed between the parties that before filing the quashing petition prior intimation shall be given by the first party/husband for the purpose to complete all the legal formalities from the second party/wife. It has also been agreed by the second party/wife that she will not make any objection in case this Hon'ble High Court quash the aforesaid FIR on the basis of present settlement and also make herself available before the Hon'ble High Court or any other competent Court for the purpose to make her statement for quashing of FIR.

- c) The second party/wife herself and on behalf of her brothers has also agreed and consented that she and her brothers will withdraw all the cases/complainants/applications which are depicted in foregoing para No. 1 (I) (i) to (vii) and further agreed that they will not proceed with the misc. applications mentioned in para No. 1 (I) (viii) and (ix) in terms of the present settlement/agreement.*
- d) Reciprocally, the first party/husband has also consented and agreed that in case the second party/wife and her family members file quashing petitions for setting aside the FIRs mentioned in para No. 1 (II) (i) & (ii) before the competent Court of Jurisdiction in the State of Uttar Pradesh, then the first party/husband shall have no objection rather make the statement (s) before the Hon'ble Court as and when required, in terms of the present settlement/agreement.*

- e) *In addition to the aforesaid, FIR cases, the first party/husband has agreed to withdraw all the cases which have been instituted by him against the second party/wife and her relatives as detailed in para No. 1 (II) (i) to (iv) and agree not to pursue the misc. application/complaint mentioned in para no. 1 (II) (v) and (vi).*
 - f) *That the second party/wife shall not claim any maintenance, permanent alimony any right in the property from the first party/husband and his family members in future.*
 - g) *Both the parties to the dispute have agreed to withdraw all the applications/complaints filed against each other and their family members before any competent authority, if any, pending, which are not in the knowledge of either of the party.*
7. *By signing this Settlement/Agreement, the parties hereto state that they have no further claims or demands against each other with respect to the suit/claim/proceedings filed by either of the parties and all the disputes and differences in this regard have been amicably settled by the parties hereto through the process of Conciliation/Mediation and shall not institute any other case against each other with reference to the present dispute/claim against each other.*
8. *That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the settlement/agreement and not to dispute the same hereinafter in future and no party shall file any further litigation against each other arising out of the*

present matrimonial dispute. It has been 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 shall also stand withdrawn.

9. *Both the parties have agreed that if the first party/husband backs out from the terms of the present settlement, the amount so paid by the first party/husband shall be forfeited and the second party/wife is at liberty to take recourse of law. In the same manner, if the second party/wife backs out from any terms of the present settlement, then in that case, she is liable to return the amount along with interest which she has received and the first party/husband is at liberty to take recourse of law as available to him.*
10. *That the parties to this agreement hereby state that they have read the agreement, that they have understood the contents thereof and their execution of agreement is voluntary. Each party has relied upon or has had the opportunity to seek legal advice of their counsel.*
11. *With the execution of this agreement, each signatory acknowledges receipt of fully executed duplicate/original of this settlement/agreement.*
12. *That it has been further agreed 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.*
13. *The contents of this agreement have been read over and explained to them in their own language and*

they have understood the same and in token of its acceptance, both the parties have put their signatures in presence of their witnesses.

14. Self attested photo copies of Aadhar Cards of both the parties are attached herewith.”

- 3. In terms of aforesaid settlement, arrived at between the parties, learned counsel for appellant seeks permission to withdraw the instant appeal.
- 4. Permission accorded.
- 5. The instant appeal is dismissed as withdrawn.
- 6. All pending application(s), if any, shall also stand disposed of.

(SUDHIR SINGH)
JUDGE

(HARSH BUNGER)
JUDGE

14.05.2024
sjks

Whether speaking/reasoned : Yes / No

Whether reportable : Yes / No