

2024:PHHC:131759-DB



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

FAO-3274-2019 (O&M)

Date of decision: 03.10.2024

Meera Parajapati

....Appellant

versus

Ram Keshwar

....Respondent

**CORAM: HON'BLE MR. JUSTICE SUDHIR SINGH
HON'BLE MR. JUSTICE JASJIT SINGH BEDI**

Present:- Mr. Dinesh Arora, Advocate,
for applicant-appellant.

Mr. Naveen Chopra, Advocate,
for the respondent.

SUDHIR SINGH, J. (ORAL)

CM-17795-CII-2024

The instant application has been filed for permission to convert main appeal into a petition under Section 13-B of the Hindu Marriage Act, 1955 (for short 'the Act') for grant of divorce by mutual consent, in view of the compromise/settlement dated 03.10.2024.

2. Learned counsel for the applicant-appellant submits that during pendency of the appeal, the appellant moved an application by way of CM-17795-CII-2024 for converting the

present appeal into a petition under Section 13-B of the Hindu Marriage Act, 1955 for a decree of divorce by mutual consent as the parties have amicably settled the matter by way of settlement dated 03.10.2024. They have decided to part ways on the terms and conditions as contained in the said settlement/compromise.

3. For the reasons stated in application, same is allowed. Main appeal is ordered to be treated as petition under Section 13-B of the Act.

Main Case (O&M)

Present appeal is directed against the judgment dated 25.03.2019 passed by the Principal Judge, Family Court, Panchkula whereby the petition under Section 13 of the Hindu Marriage Act, 1955, filed by the appellant-husband for grant of decree of divorce, was allowed on the ground of cruelty.

2. During the pendency of the appeal, parties amicably settled the matter by way of settlement dated 03.10.2024, and the same was placed on record as Annexure A-1 by way of CM-17795-CII-2024. They have decided to part ways on the terms and conditions contained in the said settlement/compromise and have moved an application (CM-17796-CII of 2024) under Section 13-B of the Hindu Marriage Act for dissolution of marriage by way of mutual

consent in terms of the settlement as mentioned in Para 7 of the said application, which read as under:-

“7. That in terms of the settlement/agreement between the parties, an amount of Rs.25 lakh in the shape of demand drafts (detailed in settlement document dated 02.10.2024) has been handed over to applicant no.1 wife. The applicant no.1 as agreed shall withdraw all the cases filed by her. Copy of the orders passed in respective cases shall be handed over to applicant no.2 through his counsel”.

3. From the bare perusal of the record, it appears that the parties have been living separately for more than 13 years. Keeping in view that the matter has already been settled between the parties vide compromise deed/final settlement dated 03.10.2024, learned counsel for the parties pray for waiving off the cooling period.

4. Considering the factum of compromise between the parties, the cooling/statutory period of 06 months is hereby waived off in light of the judgment in **‘Amardeep Singh versus Harveen Kaur, 2017(4) RCR (Civil) 608’**.

5. The relevant of terms and conditions as contained in the settlement/compromise dated 03.10.2024 arrived at between the parties, would read as under:-

“1. The second party has agreed to pay a sum of Rs. 25,00,000/- to the first party as full and final settlement amount, towards past, present and

future maintenance. The first party Meera Prajapati has agreed to accept the said amount as full and final settlement amount. The mode of payment to the final compromise is as under.

(i) A Bank Draft of Rs 5,00,000/- in the name of First Party bearing draft no.262688 dated 17.09.2024 drawn on State Bank of India Bhondsi Gurugram.

(ii) A Bank Draft of Rs. 2,00,000/- in the name of First Party bearing draft no. 262689 dated 17.09.2024 drawn on State Bank of India Bhondsi Gurugram.

(iii) A Bank Draft of Rs. 1,00,000/- in the name of First Party bearing draft no. 262691 dated 18.09.2024 drawn on State Bank of India MCG MG Road Gurugram.

(iv) A Bank Draft of Rs. 3,00,000/- in the name of First Party bearing draft no. 262692 dated 18.09.2024 drawn on State Bank of India MCG MG Road Gurugram.

(v) A Bank Draft of Rs. 14,00,000/- in the name of First Party bearing draft no. 262993 dated 30.09.2024 drawn on State Bank of India Bhondsi Gurugram.

(vi) The first party shall return the Bank Drafts and second party shall get the Bank Drafts, in case first party does not come forward to get her final statement recorded, for the purpose of passing of final decree.

2. Second party has agreed that custody of the children shall continue with the first party.

3. Both the parties have agreed that they shall file proceedings for dissolution of marriage by way of

mutual consent under section 13B(1) and 13B(ii) of the Hindu Marriage Act 1955. The parties undertake to sign, any application, affidavit or petition for this purpose and appear in court as and when required for recording their statements at the time of filing of petition or at the time of final disposal.

4. Both the parties agree and undertake that they have no claims against each other including maintenance past, present or future or alimony against each other and they undertake to not to claim the same at any point of time, as they have sufficient independent income. Both the parties have agreed to withdraw all cases if any pending in the court filed by any of them, including petition under section 125 Cr.P.C. pending for 16.10.2024 before Family Court Panchkula.

5. Both the parties shall have no claim on each other's properties whether ancestral, self acquired, joint, HUF etc which includes moveable or immovable, in view of present compromise deed.

6. In view of this compromise deed the disputes/differences between the parties/families stand settled and resolved. No party or their relations will raise any grievance or complaint against each other in view of present settlement. Both the parties and their families undertake not to file any case / claim in future arising from the marriage between the parties, subject to signing of all requisite documents for the purpose of seeking decree of divorce by way of mutual consent.

7. Both the parties have entered into this compromise out of their own free will, without any undue influence or pressure or any coercion by anyone.

8. Both the parties have understood terms and conditions being entered into and also consequences of entering into this settlement.

9. Both the parties have further agreed to adhere to the terms and conditions stated above. In case of any party retracting from the said terms, the other party shall be at liberty to initiate appropriate proceedings against the other.

10. Both the parties to this deed hereby state that they have read and understood the contents of the agreement thereof and their execution of agreement is voluntary.

11. By execution of this agreement each signatory acknowledges receipts of fully executed duplicate/original copy of this 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.

6. In view of the above-mentioned settlement/compromise arrived at between the parties, both the parties are present in the Court and five Demand Drafts bearing No.262688 dated 17.09.2024 for a sum of Rs.5 lacs, D.D.No.262689 dated 17.09.2024 for a sum of Rs.2 lacs, D.D. No.262691 dated 18.09.2024 for a sum of Rs.1 lac, D.D. No.262692 dated 18.09.2024 for a sum of Rs.3 lacs and D.D. No.262993 dated 30.09.2024 for a sum of Rs.14 lacs in

favour of the appellant-wife have been handed over to her counsel today. Photocopies of the aforesaid demand drafts are taken on record.

7. In view of the settlement/compromise effected between the parties, present petition under Section 13-B of the Act is allowed. Since the divorce is being granted to the parties by way of mutual consent under Section 13-B of the Act, it goes without saying that the judgment and decree dated 25.03.2019 passed by learned Principal Judge, Family Court, Panchkula, shall stand modified accordingly.

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

9. Decree sheet be drawn accordingly.

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

**(SUDHIR SINGH)
JUDGE**

**(JASJIT SINGH BEDI)
JUDGE**

03.10.2024
sukhpreet

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