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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

FAO-M-204-2009 (O&M)
Date of decision: 29.02.2024

Neelam

... Appellant

Vs.

Dr. Randip Singh and another

... Respondents

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

Present: Mr. Bhupender Singh, Advocate for the appellant.

Mr. Ashit Malik, Advocate for respondent No.1.

SUDHIR SINGH, J. (ORAL)

Vide judgment and decree dated 26.05.2009 passed by the learned Additional District Judge (FTC), Karnal, the petition filed by respondent No.1-husband under Sections 13(1)(a) and 13(1)(iii) of the Hindu Marriage Act, 1955 (for short 'the Act') for dissolution of marriage by way of a decree of divorce, was allowed.

Learned counsel for the appellant submits that marriage between the parties was solemnized in November, 1996 according to Hindu rites and ceremonies and out of the said wedlock, two children i.e. one son and one daughter, were born.

It is worth noticing that during the pendency of the present appeal, on 10.05.2023, the matter was referred to the Mediation and Conciliation

Centre of this Court, where an amicable settlement/agreement dated 11.09.2023 has been arrived at between the parties. The terms and conditions as contained in para No.8 of the said settlement/agreement arrived at between the parties, would read as under: -

- “i) *Both the parties have mutually agreed to part ways with each other and the appellant-wife (first party) has agreed that she will not pursue the present FAO in the Hon’ble High Court and accept the judgment and decree dated 26.05.2009 passed by the Ld. Addl. District Judge, Karnal in petition filed under Section 13 of the Hindu Marriage Act, 1955.*
- ii) *Both the parties have settled the said dispute for a total amount of Rs.20,00,000/- (Rupees Twenty Lakh only) towards permanent alimony and maintenance (past, present and future) as well as Stridhan along with the amount accrued as interest on the amount of Rs.15,00,000/- (Rupees Fifteen Lakh) which has already been deposited by the second party in the form of three STDR dated 17.02.2020 of Rs.Five Lakh each in the name of the first party (the appellant as well as two children respectively) drawn on Union Bank of India, Model Town, Karnal (vide STDR No.118340 Rs.Five Lakhs in the name of Neelam, appellant-first party at Sr. No.1, STDR No.118341 Rs.Five*

Lakhs in the name of Pratham Singh, first party at Sr. No.2 and STDR No.118342 Rs.Five Lakhs in the name of Diksha Rajput, first party at Sr. No.3) in the Ld. Court of Addl. Chief Judicial Magistrate-II, Muzaffarnagar as per the direction of the Hon'ble Allahabad High Court at Allahabad vide order dated 31.01.2020. The remaining amount of Rs.5,00,000/- (Rupees Five Lakh only) will be paid by second party to the first party as and when the above stated FIR will be quashed by the Hon'ble High Court of Allahabad and above-stated appeal will be withdrawn.

It is agreed between both the parties that the appellant has already received an amount of Rs.5,15,000/- (Rupees Five Lakhs and Fifteen Thousand) from the second party under Section 125 of the Code of Criminal Procedure and an amount of Rs.2,13,000/- (Rupees Two Lakhs and Thirteen Thousand) from the second party under Section 24 of the Hindu Marriage Act.

It is agreed between the parties that out of the total amount of Rs.27,28,000/- (Rupees Twenty Seven Lakhs and Twenty Eight Thousand only), the second party has already deposited Rs.15,00,000/- (Rupees Fifteen Lakhs only) in the name of first party and an amount of Rs.7,28,000/- (Rupees

Seven Lakh and Twenty Eight Thousand Only) has already been paid by the second party to the appellant.

- iii) It is agreed between the parties that the amount mentioned present Settlement/Agreement will be full and final and the first party will not claim their any share in the moveable and immovable property of the nature of self acquired as well as ancestral of the second party and also any sort of maintenance under Section 125 Cr.P.C. in any Court of Law.*
- iv) It has been agreed between both the parties that above-stated three STDRs of the amount of Rs.Five Lakhs each in the name of the first party will be got released on the order of the Hon'ble Allahabad High Court by the parties. The application for the same will be filed without 45 days.*
- v) It has been agreed between the parties that the first party shall withdrawn the case mentioned at para No.7(i) i.e. appeal bearing No.CA/358/2019, CNR No.HRKR01-008435-2019 titled 'Pratham Singh and Anr. Vs. Randeep Singh' filed by the appellant in the Court of Ld. Addl. District Judge, Karnal against the order of dismissal of Suit for permanent injunction in case of the suit property on the next date of hearing i.e. 07.11.2023.*
- vi) It has been mutually agreed between the parties that a*

petition for quashing the above said FIR, which has been filed by the second party before the Hon'ble Allahabad High Court at Allahabad against the second party along with his family members, whose names are mentioned in the said FIR, Ms. Neelam i.e. the first party at Sr. No.2 undertakes that she shall have no objection for the quashing of the above said FIR on the basis of this settlement/agreement on fulfilling of terms and conditions stated therein. She further undertakes that she will execute an affidavit and make the statement in the Hon'ble Court for quashing the above-mentioned FIR as and when directed by the Hon'ble Court. It has been further agreed by the first party Ms. Neelam that she will not pursue the said FIR in any Court of Law.

- vii) Any other complaint/case filed by either of the parties before any Court of Law or any Authority shall be withdrawn in view of this Settlement/Agreement by the respective party.*
- viii) It has been further agreed between the parties 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 shall be at liberty to take recourse of law. In the same manner, if the first party backs out from any terms*

of the present settlement, in that eventuality, the first party shall be liable to pay back double the amount they have received from the second party and the second party is at liberty to take recourse of law as available to him.”

Learned counsel for respondent No.1-husband has handed over three Demand Drafts for Rs.1,66,667/- each, total Rs.5.00 lacs i.e. Demand Draft No.41481497 dated 13.10.2023 favouring Pratham Singh, Demand Draft No.41481498 dated 13.10.2023 favouring Neelam and Demand Draft No.41481499 favouring Diksha Rajput, to learned counsel for the appellant-wife and the same have further been handed over to the appellant-wife, who is present in the Court. Xerox copies of the same are taken on record.

Learned counsel for the appellant-wife has pointed out that in terms of the earlier settlement effected between the parties, an amount of Rs.15.00 lacs by way of three STDRs stands deposited by the respondent-husband before the Court at Muzaffarnagar (Uttar Pradesh). It is further submitted that now in view of present settlement/agreement dated 11.09.2023, which is full and final settlement between the parties, aforesaid amount of Rs.15.00 lacs deposited in the form of three STDRs is to be released in favour of the appellant-wife and the children.

Learned counsel for respondent No.1-husband has no objection to release of the aforesaid amount deposited in the form of three STDRs in favour of the appellant-wife and the children along with interest accrued thereon.

After hearing learned counsel for the parties and in view of the

aforesaid settlement/agreement effected between the parties, judgment and decree dated 26.05.2009 passed by the learned Additional District Judge (FTC), Karnal, is upheld.

In case if any application for release of Rs.15.00 lacs deposited by way of three STDRs is moved before the concerned Court by the appellant-wife, the said Court shall take into account the terms and conditions of the settlement/agreement dated 11.09.2023 and pass an appropriate order, in accordance with law.

It is clarified that the parties shall remain bound by the terms and conditions of the aforesaid settlement/agreement dated 11.09.2023 before the Mediation and Conciliation Centre of this Court.

With the aforesaid observations and directions issued, present appeal stands disposed of.

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

[SUDHIR SINGH]
JUDGE

[HARSH BUNGER]
JUDGE

29.02.2024
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Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No