

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

CM-6301-CII-2024;
CM-7374-CII-2024 in/and
FAO-M-216-2009 (O&M)
Date of Decision: 24.04.2024

Varinder Kumar Sharma

..... Appellant

Versus

Kavita Sharma

..... Respondent

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

Present: Mr. Sunil K. Sahore, Advocate
for the applicant/respondent.

Ms. Priyanka Vij, Advocate
for the non-applicant/appellant.

SUDHIR SINGH J. (ORAL)

CM-7374-CII-2024:

Application herein is for placing on record the copy of compromise deed dated 22.04.2024 along with affidavits of both the parties dated 22.04.2024.

For the reasons stated in application, same is allowed. Copy of compromise deed dated 22.04.2024 along with affidavits of both the parties dated 22.04.2024 are taken on record, subject to all just exceptions.

CM-6301-CII-2024:

Application herein is for seeking permission to convert main appeal into a petition/proceedings under Section 13-B of the Hindu Marriage Act, 1955 (for short ‘the 1955 Act’) for grant of divorce by mutual consent, in view of compromise deed dated 22.04.2024.

Learned counsel for the applicant-respondent submits that a compromise has been arrived at between the parties vide compromise deed dated 22.04.2024; and they have decided to part ways on the terms and conditions contained in the said compromise deed.

For the reasons stated in the application, same is allowed. Main appeal is ordered to be treated as petition/proceedings under Section 13-B of the 1955 Act.

CM-7351-CII-2024:

Application herein is for placing on record the joint petition filed under Section 13-B of the 1955 Act, for dissolution of marriage.

For the reasons stated in the application, same is allowed. The joint petition filed under Section 13-B of the 1955 Act, for dissolution of marriage, is taken on record, subject to all just exceptions.

CM-7356-CII-2024 in/and FAO-M-216-2009 (O&M):

1. Vide judgment and decree dated 23.03.2009 passed by the learned Additional District Judge, Panchkula, the petition filed by the petitioner-husband seeking a decree of divorce under Section 13 of the 1955 Act, was dismissed.

2. Learned counsel for the parties submit that marriage between the parties was solemnized on 12.11.2000 according to Hindu rites and ceremonies and out of the said wedlock, two children were born.

3. From bare perusal of the record, it appears that the parties have been living separately for more than twenty years. Learned counsel for the parties contend that now the matter has been amicably settled between the parties vide compromise deed dated 22.04.2024; and by way of filing CM-7356-CII-2024, learned counsel pray for waiving off the cooling period.

4. Considering the fact that the parties are residing separately for last more than twenty years and on account of compromise between the parties, application, i.e. CM-7356-CII-2024, is allowed, and the cooling/statutory period of six months is hereby waived off.

5. The terms and conditions of compromise deed dated 22.04.2024 arrived at between the parties, would read as under:-

“Whereas, the marriage has irretrievably broken down and there is no chance of reconciliation; both the parties have decided to dissolve the marriage by mutual consent. The other terms and conditions of the Deed of Compromise are as under:-

a. That both the parties undertake that they shall neither claim nor be entitled to any claim regarding permanent alimony, maintenance, dowry articles, Istridhan, jewelry etc., whatsoever, in any court of law after the signing of the present Compromise deed.

b. That out of the two children were born (both now major) and presently the son born out of the said wedlock is living with the Respondent (mother) and the daughter is living with the Petitioner (Father).

c. That the appellant Varinder Kumar Sharma agreed to bear all the expenses of studies and marriage of both the children namely Ms. Aamna Sharma and Mr. Kaustubh Sharma and also agreed to pay a sum of Rs. 5 lac to respondent wife Kavita Sharma in lieu of full and final settlement of her alimony and maintenance by way of a post dated cheque no.704564 dated 29.04.2024 drawn at Punjab National Bank Chandi mandir Branch.

d. That both the parties further undertake for grant of divorce by way of mutual settlement.

e. That both the parties undertakes that no party shall initiate any legal action on any account whatsoever against each other.

f. That both parties undertake to withdraw all cases against each other, if any, on or before the next date of hearing.

g. The both the parties have agreed and undertake to honestly, diligently and strictly adhere to the terms of this compromise deed and shall not do any act or thing that may have the effect of defeating or negating or delaying the terms of the present compromise deed.

h. The present compromise has been effected between the parties amicably and voluntarily without any fraud, misrepresentation or undue influence.”

6. In view of the compromise effected between the parties, present petition under Section 13-B of the 1955 Act is allowed. Since the divorce is being granted to the parties by way of mutual consent under Section 13-B *ibid*, it goes without saying that the judgment and decree dated 23.03.2009 passed by the learned Additional District Judge, Panchkula shall have no effect, and the same stands set aside.

7. However, it is clarified that the parties shall remain bound by the terms and conditions of the aforesaid compromise deed dated 22.04.2024, which shall form part of the decree.

8. Decree sheet be drawn accordingly.

9. All pending application(s), if any, shall also stand disposed of.

(SUDHIR SINGH)
JUDGE

24.04.2024
Apurva

(HARSH BUNGER)
JUDGE

1. Whether speaking/reasoned : Yes/No
2. Whether reportable : Yes/No