

2024:PHHC:123420-DB



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

**CM-16266-CII-2024 in/and
FAO-4174-2023 (O&M)
Date of decision: 18.09.2024**

Sandeep Kaur alias Preeti

.....Appellants

Versus

Kuljinder Singh

.....Respondent

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

Present: Mr. Vijay Lath, Advocate,
for the appellants.

Mr. Rashpinder Singh Sohi, Advocate,
for the respondent.

SUDHIR SINGH, J. (Oral)

CM-13819-CII-2023

For the reasons mentioned in the application, same is
allowed and delay of 124 days in filing of the appeal is condoned.

**CM-16266-CII-2024 in/and
FAO-4174-2023 (O&M)**

2. Present appeal is directed against the judgment dated
12.01.2023 passed by the Additional Principal Judge, Family
Court, Amritsar, whereby the petition under Section 13 of the
Hindu Marriage Act, 1955, filed by the respondent-husband
(hereinafter referred to as 'the respondent') was allowed *ex-parte*
and decree of divorce is granted in favour of the respondent on the
ground of cruelty and desertion.

3. Learned counsel for the appellant submits that during the pendency of the present appeal, the matter has been compromised between the parties vide compromise deed dated 13.09.2024 (Annexure A-6). The said compromise has been tendered along with the interlocutory application i.e. CM-16266-CII-2024, which is taken on record. As per this compromise, respondent-Kuljinder Singh will pay a sum of Rs.15,00,000/- by way of bank drafts in favour of the appellant-Sandeep Kaur towards full and final settlement.

4. The relevant terms and conditions, as contained in the settlement/compromise dated 13.09.2024 (Annexure A-6) arrived at between the parties, would read as under:-

“5. That it is agreed by the appellant-first party Sandeep Kaur Saini that in future, she will not claim any maintenance from the second party-Kuljinder Singh Saini and this amount of Rs.15,00,000/- (Fifteen Lakh only) will be full and final settlement of all her rights, claims of appellant towards respondent including maintenance, property etc.

6. That it is further agreed between the parties that first party will not claim any pension/salary or any relief or claim or any right from the Government as the respondent is Government employee and appellant has relinquished all her rights against respondent and his family. It is further agreed that Sahebpreet Singh Saini (son of appellant and respondent), who is in custody of first party qua his, the first party nor Sehebpreet Singh Saini will claim anything from second party in future moreover, this is also settled that second party or his family members will not be liable to give any share to Sahebpreet Singh Saini as all the claims (past, present and future) of first party along with Sahebpreet Singh Saini are fully satisfied through payment made in the present compromise. It is also settled that Sahebpreet Singh Saini will not claim any Government benefit

(compassionate appointment etc.) in the event of any unfortunate event happening with second party. However, second party is liable to sign documents qua Sahebpreet Singh, wherein signatures of father are required.

7. That it is agreed that in view of this compromise, it is agreed that the appellant-first party Sandeep Kaur Saini will withdraw all the cases filed at Nagpur, the reference of which has been given in para 2 as (ii) to (iv) and F.A.O. No.4174 of 2023 will be disposed of in view of this compromise.

8. That it is further agreed by both the parties that in case apart from above any other case is pending before any Court of India, the party who has filed that litigation shall withdraw the particular litigation. It is specifically stated here that all the claims (past, present and future) of first party and Sahebpreet Singh Saini are fully satisfied through present compromise, therefore, even any case pending before any Court of Law filed by any party, is liable to be withdrawn as per this compromise, on presentation of a copy of this compromise.

9. That it is agreed that in future both the parties will not initiate any litigation against each other in any form and will not use any document, cheque etc. that may be in custody of each other. If, any party will file any case against the opposite party, then that opposite parties will be at liberty to take action as per law. The present compromise is binding on both the parties and if, first party breaks down the terms of this compromise then first party will be liable to refund all the amount of Rs. Fifteen Lakh with interest to the second party.

10. That it is also agreed between the parties i.e. first party-appellant Sandeep kaur Saini and second party-respondent Kuljinder Singh Saini that the custody of the son namely Sahebpreet Singh Saini will remain with mother-Sandeep Kaur-appellant-first party and second party-respondent Kuljinder Singh Saini will not claim custody of the son Sahebpreet Singh Saini or any right qua Sahebpreet Singh.

11. That both the parties have agreed that in future they will not send any WhatsApp messages to each other and further both the parties will be free to perform their respective second marriage.

12. That it is agreed that divorce granted by the learned Additional Principal Judge (Family Court), Amritsar in case No. HMA-2154 of 2021, decided on 12.01.2023, vide which, the marriage between Sandeep Kaur and Kuljinder Singh has been dissolved by way of a decree and said decree will be binding on both the parties i.e. appellant and respondent meaning thereby, the marriage between the parties stand dissolved in view of said decree and both the parties shall be free from matrimonial tie between them forever.”

As per terms of settlement, three demand drafts amounting to Rs.4,00,000/-, Rs.6,00,000/- and Rs.5,00,000/- respectively (total Rs.15,00,000/-) have been handed over to the appellant, who is present in Court in person, today. Photocopies of the demand drafts are taken on record.

5. The execution of the compromise/settlement has not been controverted by learned counsel for the respondent.

6. Since the matter has already been settled between the parties, the present appeal stands disposed of in terms of the compromise dated 13.09.2024 (Annexure A-6).

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

**(SUDHIR SINGH)
JUDGE**

**(JASJIT SINGH BEDI)
JUDGE**

18.09.2024

Ajay Prasher

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