

*FAO-M-25-2013*

**IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH.**

FAO-M-25-2013(O&M)

Date of Decision:-05.12.2024

Subash Chand

.....Appellant.

Versus

Santosh

.....Respondent.

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

Present:- Mr. Rajinder Goel, Advocate for the Appellant.

Mr. Vikas Chatrath, Advocate for the respondent.

SUDHIR SINGH, J.(ORAL)

This appeal has been filed by the appellant-husband against the order dated 02.01.2013 passed by the Additional District Judge, Karnal, whereby the petition filed by him under Section 13(1)(ia) of the Hindu Marriage Act for dissolution of marriage by way of decree of divorce was dismissed.

2. The brief facts of the case are that the marriage between the parties was solemnized on 27.08.1980 as per Hindu Rites and Ceremonies. Out of the said wedlock, four children were born, one of whom had died and three daughters are alive. Thereafter, the relations between the parties became strained due to temperamental differences and they started living separately on/from 08.05.2006. Consequently, the appellant-husband filed petition under Section 13(1)(ia) of the Hindu Marriage Act for dissolution of marriage by way of decree of divorce before the Court at Karnal.

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3. On the joint request of the parties, vide order dated 04.11.2024 the matter was referred to the Mediation and Conciliation Centre of this Court to comply with the requirements of the compromise arrived between the parties.

4. Today a joint prayer has been made by the parties, that the matter has been settled between them. Following are the terms of the settlement detailed in para 06 of the settlement/agreement dated 22.11.2024:-

“ a) All the three parties agree that the First Party has already paid a total sum of Rs.3,07,00,000/- (Rupees Three Crores and Seven Lacs only) to the Second Party. Out of aforesaid amount, a sum of Rs.1,00,000/- (One Lac Only) has already been received by the Second Party from the First Party as token money. Out of remaining amount, a sum of Rs.2,16,00,000/- (Rupees Two Corers and Sixteen Lacs Only) has been received by the Second Party from the First Party by way of demand draft(s). The first party sold certain land by the dint of three sale deeds bearing Nos. 638 to 640 registered on 08.07.2024 with Sub/Joint Registration Officer, Indri, District Karnal, wherein, the First Party received a sum of Rs.1,99,50,000/- (Rupees One Crore Ninety Nine Lacs and Fifty Thousand Only) by way of sale consideration and that remaining amount has been contributed by the First Party from his own savings so as to get the aforesaid demand draft(s) prepared and handed over to the Second Party. Further, a sum of Rs.50,00,000/- (Rupees Fifty Lacs Only) has been paid in cash by first party to the second party and the said amount has been paid by the First Party to the Second Party from the agricultural income earned by the First Party from the sale of various crops including the sugarcane crop against J-Forms. Still further, the First Party has handed over gold and silver ornaments, the value of which is Rs. 40,00,000/- (Rupees Forty Lacs Only) to the second party. The valuation of the aforesaid jewellery has been assessed according to current market value thereof and is not a

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matter of dispute between all the three parties. In this way, the First Party has paid a total sum of Rs.3,07,00,000/- (Rupees Three Crores and Seven Lacs Only) to the Second Party in the matter indicated above and that the Second Party admits this fact. The aforesaid amount will be treated as permanent alimony for all purposes that may be payable from the side of First Party to the Second Party as past, present and future maintenance. Now, after the receipt of Rs.3,07,00,000/- (Rupees Three Crores and Seven Lacs Only) by the Second Party from the First Party in the manner indicated above, the Second Party and Third Party would not have any claim of any kind against the First Party or his successors excluding the Second and Third Party in any other movable and immovable property that is presently held by the First Party or that may be acquired by the First Party in future. Even after the death of the First Party, the Second and Third Party would not lay any claim over the estate that may be left by the First Party at the time of his death, which will devolve upon as per succession excluding the Second and Third Party. The aforesaid estate of First Party would also include the ancestral property presently owned and possessed by the First Party, as Second and Third Party are all major for giving the said consent. Further, in case, the First Party makes any testamentary disposition, then, the property/estate left by the First Party would devolve according to the said testamentary disposition, as Second and Third Party are all major and have given voluntary consent in this regard.

b) As per present settlement, the proceedings instituted by Second and the Third against the First Party under the provisions of Section 125 Cr.P.C. would come to an end for all times.

c) That it has further been agreed that the amount of Rs.3,07,00,000/- (Rupees Three Crores and Seven Lacs Only), which has been received by the Second Party from the First Party in the manner indicated above will be distributed between the Second Party and Third Party according to their mutual settlement in which the First Party would not have any say or interference. In other words, the Second and Third Party would be free to distribute Rs.3,07,00,000/- (Rupees Three Crores and Seven Lacs Only) that has been received by the Second Party

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from the First Party among themselves.

d) That now the Second Party for herself and on behalf of Third Party has received Rs.3,07,00,000/- (Rupees Three Crores and Seven Lacs Only) from the First Party, therefore, in terms of compromise deed dated 11.09.2024 already available on the record of FAO-M-25-2013 titled as Subhash Chand versus Santosh, the said appeal be disposed off as per the discretion of this Hon'ble Court and that marriage between the First Party and Second Party be dissolved by a decree of divorce by mutual consent by waiving off the statutory cooling period of six months. At present, none of the three parties has any kind of grudge against each other and they will also not have any grudge against each other in future as well.

e) That all the three parties to the present settlement duly admit the due execution of compromise deed dated 11.09.2024 that is available on the record of FAO-M-25-2013 Subhash Chand versus Santosh, and that all the three parties have signed the same out of their own sweet will, without any coercion or undue pressure. Further, separate duly attested affidavits of all the three parties in support of due execution of aforesaid private compromise dated 11.09.2024 are also available on the record of aforesaid appeal.

f) That the terms of private compromise deed dated 11.09.2024 and separate attested affidavits of all the three parties that are available on the record of appeal pending before the Hon'ble High Court may kindly be read part and parcel of present statement that has been made today before the Mediation and Conciliation Center of this Hon'ble High Court. Further, all the three parties undertake to remain bound by the present joint settlement that has been recorded today before Mediation and Conciliation Center of the Hon'ble High Court besides the terms of private compromise deed dated 11.09.2024 and separate duly attested affidavits of all the three parties for all times to come.”

Considering the fact that the matter has been settled between the parties, the marriage between the parties is dissolved in light of the settlement/agreement dated 22.11.2024 arrived at between the parties before



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the Mediation and Conciliation Centre of this Court. The aforesaid settlement/agreement dated 22.11.2024 recorded before the Mediation and Conciliation Centre of this Court be read as part of this order. Decree sheet be prepared accordingly.

Appeal stands disposed of in the above terms.

(SUDHIR SINGH)
JUDGE

(JASJIT SINGH BEDI)
JUDGE

December 05, 2024
Vinay

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether reportable</i>	<i>Yes/No</i>