

FAO-3217-2021 (O&M)

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IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

FAO-3217-2021 (O&M)

Date of decision: April 19, 2024

Sudhanshu Bhardwaj

....Appellant

versus

Kajal Sharma

....Respondent

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

Present:- Ajit Singh Lamba, Advocate for applicant-appellant.

Respondent/ wife in person with
Mr. Ripudaman Singh Sidhu, Advocate.

SUDHIR SINGH, J. (ORAL)
CM-5886-CII-2024

Application herein is for permission to convert main appeal into a petition under Section 13-B of the Hindu Marriage Act, 1955 (for short 'Act') for grant of divorce by mutual consent, in view of compromise/ settlement dated 06.12.2022.

2. Learned counsel for the applicant-appellant submits that pursuant to the directions of this Court passed on 05.12.2022, parties had appeared before the Mediation and Conciliation Centre of this Court, and a settlement/compromise dated 06.12.2022 has been arrived at between the parties. They have decided to part ways on the terms and conditions 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)

Vide judgment and decree dated 19.10.2021 passed by the learned Principal Judge, Family Court, Ambala, the petition filed by the petitioner-husband seeking a decree of divorce under Section 13 of the Act, was dismissed.

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2. Learned counsel for the petitioners submit that marriage between the parties was solemnized on 08.02.2014 according to Hindu rites and ceremonies and out of the said wedlock, one male child was born, on 19.09.2015.

3. It is worth noticing that during pendency of the present petition, matter was referred to the Mediation and Conciliation centre, on 05.12.2022. The Mediator has submitted a report dated 06.12.2022 stating that the parties have settled their dispute by way of amicable settlement.

4. Both the learned counsel have filed the petition under Section 13-B of the Act and respective affidavits of the parties in the Court by way of CM-5887-CII-2024. The same are taken on record.

5. From bare perusal of the record, it appears that the parties have been living separately for more than 9 years. Learned counsel for the parties submit that in view of settlement/ compromise dated 06.12.2022 effected between the parties, first motion statement to this effect was recorded on 07.12.2022, before this Court. Hence, the cooling period of 06 months has already expired.

6. The terms and conditions as contained in para No.7 of the settlement/compromise dated 06.12.2022 arrived at between the parties, would read as under:-

- “i) The parties have amicably decided to part their ways and the second party has agreed to receive a total sum of Rs.40,00,000/-(Rs. Forty Lacs only) from the first party towards her past, present and future alimony and maintenance for herself and the said minor child as well.*
- ii) The parties have consented for divorce with mutual consent. This Hon'ble Court itself may kindly pass an appropriate Order/Decree in this regard considering the facts and circumstances of the present settlement or direct the parties to approach the Ld. Family Court as such. This Hon'ble Court may kindly do so on the verbal request of the parties or may ask for a formal Application in this regard.*
- iii) The custody of the said minor child namely Abhimanyu Bhardwaj shall remain with the mother/second party. The first party shall visit the said minor child on the first Sunday of every month. He shall visit the child on his birthday, Diwali and during school summer and winter vacation. The said minor*

child shall spend few days with the first party/father during his school summer and winter vacation. The said visitation rights etc. are flexible subject to availability of the child according to his school and exam schedule and both the parties shall co-operate with each other in this regard.

- iv) *The second party/wife shall surrender her Navy Officer dependant card and/or any other such card to the first party, who is an Indian Navy Officer before this Hon'ble Court on 07.12.2022. She shall have no concern or entitlement towards the service benefits whatsoever of the first party.*
- v) *However, the Navy Officer dependant card of the said minor child namely Abhimanyu Bhardwaj shall remain intact and absolutely unaffected even after the divorce of the parties.*
- vi) *The said amount of Rs.40,00,000/- (Rs. Forty Lacs only) shall be paid by the first party to the second party in two instalments of Rs.10,00,000/- (Rs. Ten Lacs only) and Rs.30,00,000/- (Rs. Thirty Lacs only) respectively.*
- vii) *The said first instalment of Rs.10,00,000/- (Rs. Ten Lacs only) shall be electronically transferred by the first party in the PNB, Defence Colony, Ambala Cantt., Saving A/C of the second party by 09.12.2022.*
- viii) *The second party has filed a petition under Domestic Violence Act against the first party, which is pending at Ambala which she shall withdraw on the next date due in the said Court.*
- ix) *The second party shall also withdraw petition filed by her u/s 125 Cr.P.C. for maintenance for herself and the minor child at Ambala on the next date.*
- x) *The arrears, if any, in the said both petitions under the DV Act and u/s 125 Cr.P.C. Stand adjusted in the said amount of Rs.40,00,000/-(Rupees Forty Lacs only) which will be received by the second party for herself and the said minor child.*
- xi) *It has been mutually agreed between the parties that a petition for quashing of the said FIR No.54 dated 15.07.2016 u/Ss 498-A, 406, 506 IPC at Women P.S. Ambala City against the first party and his parents shall be filed by the first party (husband) before the Hon'ble High Court on the basis this agreement. Kajal Sharma i.e. the second party (wife) undertakes that she shall have no objection for the quashing of the above said FIR on the basis of this agreement and will support the quashing of the said FIR. She further undertakes that she will execute an affidavit and make a 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 second party Ms. Kajal Sharma that she will not pursue the said FIR.*
- xii) *The second and last instalment of Rs.30,00,000/- (Rupees Thirty Lacs only) shall be paid by the first party to the second party at the time of quashing of said FIR by this Hon'ble Court.*
- xiii) *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.”*

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7. Respondent/wife is present in person in the Court. She has supported the terms of the settlement/ compromise dated 06.12.2022 arrived at between the parties and expressed her no objection to the same.
8. 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 19.10.2021, passed by learned Principal Judge, Family Court, Ambala shall have no effect, and the same stands set aside.
9. 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.
10. Decree sheet be drawn accordingly.
11. Pending application(s), if any, shall stand disposed of.

(SUDHIR SINGH)
JUDGE

(HARSH BUNGER)
JUDGE

April 19, 2024
mahavir

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