

105

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

FAO-6493-2017 (O&M)
Date of decision: 11.01.2024

Harmander Singh

... Appellant

Vs.

Paramjit Kaur

... Respondent

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

Present: Mr. Veeraj Sharma, Advocate for
Mr. N.S. Dandiwal, Advocate
for the appellant.

Mr. Siddharth Gupta, Advocate
for the respondent.

SUDHIR SINGH, J. (ORAL)

CM-22961 & 22972-CII-2023

Prayer in these applications is for converting the petition under
Section 13 of Hindu Marriage Act, 1955 (for short 'the Act') into a joint
petition under Section 13-B of the Act and for placing on record the same.

Learned counsel for the parties submit that a settlement/agreement
dated 23.08.2023 has been arrived at between the parties and they have decided
to part their ways on the terms and conditions contained in the said
settlement/agreement.

For the reasons stated in the applications, same are allowed and the petition under Section 13 of the Act is converted into the joint petition under Section 13-B of the Act and the same is taken on record.

CM-179-CII-2024

Prayer in this application is for waiving off the statutory/cooling period prescribed under Section 13-B(2) of the Act.

Learned counsel for the parties have submitted that the parties are living separately since September, 2007 and now, they have entered into a settlement/agreement dated 23.08.2023 to part their ways

For the reasons stated in the application, which is duly supported by affidavits of the parties, same is allowed and cooling period as prescribed under Section 13-B of the Act is waived off.

FAO-6493-2017

Vide judgment and decree dated 23.08.2017 passed by the learned District Judge (Family Court), Moga, the petition filed by the petitioner-husband under Section 13 of the Act for dissolution of marriage between the parties, was dismissed.

Learned counsel for the petitioner submits that marriage between the parties was solemnized in November, 1998 according to Sikh rites and ceremonies and out of the said wedlock, one male child namely Vatandeep Singh was born on 21.10.2000.

It is worth noticing that during pendency of the present petition, on 17.08.2023, the matter was referred to the Mediation and Conciliation

Centre of this Court, where an amicable settlement has been arrived at between the parties. Two joint applications i.e. CM-22961 & 22972-CII-2023, moved by the parties, for converting the petition under Section 13 of the Act into a joint petition under Section 13-B of the Act and for placing on record the said petition, have been allowed today itself.

The terms and conditions as contained in para No.5 of the said settlement/agreement arrived at between the parties, would read as under: -

- “a) Both the parties have decided to part their ways and to move an appropriate petition before the competent Court of jurisdiction seeking decree of divorce by way of mutual consent. It is made clear that since the son born out of this wedlock has attained majority, therefore, there is no question regarding the custody of the above said son.*
- b) That the first party is ready to transfer his complete share i.e. 50% in plot measuring 11 Marlas 4 Sarsai 103/7335 share of 40 Kanal 15 Marla Khasra No.240, 8/2, 9/2, 23-22 (0-9 0-12 8-0 8-0) and 240 1½, 12-24/1-13 (1-6 8-0 6-8 8-0) Khewat 40/44 as per Jamabandi for the year 1998-99 situated at Baghapurana, District Moga in the name of the second party within one month from the date of this compromise deed. A signed photocopy of the old Registry bearing vasika No.3166 dated 14.11.2022 registered before Sub Registrar Baghapurana, District Moga in favour of both the parties along with translated copy is attached herewith as Annexure-A. Accordingly after the transfer of the 50% share of first party in favour of second party, the second party will become the absolute owner of the abovesaid plot and first party will also handover the*

possession of the said plot in favour of second party at the time of execution of the abovesaid transfer deed in terms of the present compromise. The first party has transferred his complete share in the abovesaid plot as permanent alimony of second party and thereafter second party shall not claim any right in the property (moveable and immovable property) of the first party. Thereafter, second party will not have any right arising out of her matrimonial alliance against the first party.

- c) That the first party will move an application before the Hon'ble High Court in the abovesaid pending appeal to convert the petition under Section 13 of HMA into petition under Section 13B HMA. In case the said application is not allowed/accepted by the Hon'ble High Court then in that situation a fresh petition under Section 13-B will be filed at Family Court/District Court at Moga within two weeks from the date of deciding of the above said application. Both the parties will cooperate with each other and make necessary statements before the concerned Court in terms of the present compromise.*
- d) Both the parties will not file any unwanted litigation against each other before any Court of law with regard to their matrimonial dispute in view of the above.*
- e) The expenses of transfer of the complete share of first party in the above said plot in the name of second party will be borne by the first party any requisite sanctions required to be obtained from any concerned Govt./non-Govt. Departments shall be obtained by the first party much prior from the date of execution of the transfer deed, as settled above.*

f) The expenses of filing of divorce petition under Section 13-B of HMA shall be borne by the first party and inform the second party.”

In view of the aforesaid settlement/agreement effected between the parties, present petition is allowed and judgment and decree dated 23.08.2017 passed by learned District Judge (Family Court), Moga is set aside. The marriage between the parties is dissolved by a decree of divorce by way of mutual consent.

However, it is clarified that the parties shall remain bound by the terms and conditions of the aforesaid settlement/agreement, which shall form part of the decree.

Decree sheet be drawn accordingly.

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

[SUDHIR SINGH]
JUDGE

[HARSH BUNGER]
JUDGE

11.01.2024

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Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No