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IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

FAO-M-325-2017 (O&M)

Date of decision: November 13, 2024

Jagdeep Singh

....Appellant

versus

Baljinder Kaur @ Sony

....Respondent

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

Present:- Mr. Akshay Chadha, Advocate for the appellant.

Respondent/ wife present in person with
Mr. Atul Goyal, Advocate.

SUDHIR SINGH, J. (ORAL)

Learned counsel for the parties are *ad idem* that the matter between the parties has been settled amicably. In this regard, the respondent-wife has tendered an affidavit dated 13.11.2024 containing the terms of settlement, the contents whereof are not disputed by the counsel for the appellant-husband. The said affidavit is taken on record and has been marked as 'X' for the purpose of reference.

2. Though the parties are required to file an application for converting the present appeal into a petition under Section 13-B of the Hindu Marriage Act, 1955 (for short 'the Act'), yet as the matter stands settled, on the oral request of the parties, we convert the present appeal into the petition under Section 13-B of the Act.

3. Vide judgment and decree dated 27.09.2017 passed by the learned Additional District Judge, Ludhiana, the petition filed under Section 13 of the Act filed by the appellant/husband seeking dissolution of marriage between the parties, was dismissed.

4. Learned counsel for the parties submit that marriage between the parties was solemnized on 22.01.2012 according to Sikh rites ceremonies and out of the said wedlock, no child was born.

5. Learned counsels further submit that the parties have been living separately for more than 12 years. Learned counsel for the parties further submit that the respondent has tendered an affidavit dated 13.11.2024, and the contents thereof are acceptable to the appellant. Both the parties have decided to part ways. The relevant of terms and conditions as contained in the aforesaid affidavit arrived at between the parties, would read as under:-

- “1. That the deponent is respondent in the abovementioned matter. On 13.11.2024 appellant and deponent have agreed to seek divorce by way of mutual consent wherein appellant has agreed to pay a total sum of Rs.20 lacs towards full and final settlement which would include past, present and future maintenance/alimony.*
- 2. That deponent was awarded maintenance to the tune of Rs.9,000/- by the Court of Ld. Judicial Magistrate, First Class, Ludhiana and Additional Sessions Judge, Ludhiana under the provisions of The Protection of Women from Domestic Violence Act, 2005 vide orders dated 03.08.2016 and 11.01.2018. Arrears to the tune of Rs.11,00,000/- are pending in the said proceedings. The present amount of Rs.20,00,000/- shall include the above referred arrears as well.*
- 3. That deponent further undertakes to not to file any execution application qua the above mentioned orders dated 03.08.2016 and 11.01.2018 and deponent shall have no objection in case if any order passed in the above referred proceedings is kept in abeyance in perpetuity subject to payment of full and final settlement amount of Rs.20,00,000/- by the appellant.*
- 4. That deponent undertakes to not to file any other litigation against appellant subject to payment of full and final settlement amount as mentioned above.”*

6. Learned counsel for the appellant submits that the aforesaid amount of Rs.20,00,000/- agreed as full and final settlement, which includes past, present and future maintenance/alimony, would be deposited in the shape of a Demand Draft in favour of the respondent/wife, with the Registry of this Court, within a period of 20 days.

7. Learned counsel for the respondent also submits that the respondent shall not file any execution application *qua* the orders dated 03.08.2016 and

11.01.2018 passed under the provisions of the Protection of Women from Domestic Violence Act, 2005 (for short ‘DV Act’), as stated in the aforesaid settlement/affidavit.

8. In view of the settlement (as indicated in the affidavit) between the parties, the 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 27.09.2017, passed by learned Additional District Judge, Ludhiana shall have no effect, and the same stands set aside.

9. The respondent/wife shall submit an undertaking regarding non-filing of any execution petition *qua* the orders dated 03.08.2016 and 11.01.2018 passed under the DV Act. Upon filing of such undertaking, the Registry shall release the amount of Rs.20,00,000/- in favour of the respondent/wife.

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

11. Decree sheet be drawn accordingly.

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

(SUDHIR SINGH)
JUDGE

(JASJIT SINGH BEDI)
JUDGE

November 13, 2024
mahavir

Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No