**FAO-97-2018 (O&M)**

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

129/243

FAO-97-2018 (O&M)**Date of decision: 17.12.2024**

Nandini Awasty Pillai

....Appellant

versus

Sanjeev V.J.

....Respondent

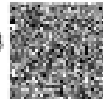
**CORAM: HON'BLE MR. JUSTICE SUDHIR SINGH
HON'BLE MR. JUSTICE JASJIT SINGH BEDI****Present:-** Mr. Dinesh Arora, Advocate,
for the appellant.Mr. Rajbir Singh, Advocate,
for the respondent.

SUDHIR SINGH, J. (ORAL)

A joint affidavit dated 16.10.2024 of both the parties has been tendered in the due course of hearing, which has already been taken on record.

2. Learned counsel for the parties have made a prayer to convert the main appeal into a petition under Section 13-B of the Hindu Marriage Act, 1955 (for short 'the Act') for grant of divorce by mutual consent, in view of the compromise/settlement effected between them.

3. Learned counsel for the parties submit that during the pendency of this appeal, parties have amicably settled the matter by way of compromise, as deposed in the joint affidavit

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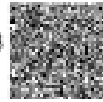
dated 16.10.2024, which has been placed on record. They have decided to part ways on the terms and conditions as contained in the said settlement/affidavit.

4. Since the matter has been amicably resolved between the parties, the main appeal is ordered to be treated as petition under Section 13-B of the Act.

5. Present appeal (**now petition under Section 13-B of the Act**) is directed against the judgment dated 29.11.2017 passed by the District Judge, Family Court-I, Faridabad, whereby the petition under Section 9 of the Hindu Marriage Act, 1955, filed by the respondent-husband for restitution of conjugal rights, was allowed.

6. Learned counsel for the parties submit that marriage between the parties was solemnized on 17.02.2003 according to Hindu rites and out of the said wedlock, one mail child was born, namely Rohan, on 16.12.2006. However, due to temperamental differences, the parties could not reside together. The parties are living separately since 14.11.2014 i.e the date when the appellant had left the company of the respondent. Thereafter, the respondent filed the aforesaid petition seeking restitution of conjugal rights, which was allowed vide impugned judgment dated 29.11.2017.

7. During the pendency of the appeal, parties amicably settled the matter by way of compromise/affidavit dated 16.10.2024. They have decided to part ways on the terms and conditions contained in the said settlement/affidavit.

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8. From the bare perusal of the record, it appears that the parties have been living separately for more than 10 years. Keeping in view that the matter has already been settled between the parties as per compromise/affidavit dated 16.10.2024, learned counsel for the parties pray for waiving off the cooling period.

9. Considering the factum of compromise between the parties, the cooling/statutory period of 06 months is hereby waived off.

10. The relevant of terms and conditions as contained in the compromise/joint affidavit dated 16.10.2024, would read as under:-

“This compromise deed settles the terms between the parties and they have decided to part ways on following terms:-7

1. Vide order dated 03.05.2023, passed by Judicial Magistrate First Class Faridabad, an amount of Rs. 40,000/- was assessed as maintenance for child of the parties, which was to be paid from the date of filing of application, under Domestic Violence Act, i.e. 15.11.2014. The second party has already paid an amount of Rs 7,25,000/- and after adjustment of the said amount there is an arrears of about Rs.40 Lacs.

2. The first party has agreed to settle the disputes with second party on clearance of arrears of maintenance amount, mentioned in para 1, by payment of Rs.30,00,000/- to the first party as full and final settlement amount, towards arrears of maintenance, awarded to the child of the parties. The first party has agreed to accept the said amount as full and final Settlement amount. The mode of payment to the final compromise is as under:-

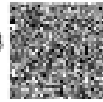
(i) An amount of Rs. 10,00,000/- (Ten Lakh) shall be paid by second party to the first party by way of Bank Draft in the name of First Party on 29.10.2024.

(ii) An amount of Rs. 10,00,000/- (Ten Lakh) shall be paid by second party' to the first party by way of Bank Draft in the name of First Party on 20.11.2024.

(iii) An amount of Rs. 10,00,000/-(Ten Lakh) shall be paid by second party to the first party by way of Bank Draft in the name of First Party on 17.12.2024.

(iv) The first party shall return the Bank Drafts and second party shall get the Bank Drafts, in case first party does not come forward to get her statement recorded, for the purpose of passing of final decree.

(v) The second party shall not claim return of any of the bank draft given to the first party, in case he backs out of the compromise and does not come forward to get his statement

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recorded for the purpose of passing of final decree. In such eventuality, the amount given by the second party to the first party shall be adjusted towards the arrears of maintenance amount (Rs.40 lacs) and first party shall have right to initiate appropriate legal action for recovering the balance amount.

3. *Second party has agreed that custody of the child shall continue with the First party. The child of the parties will attain age of majority on 16.12.2024. Thereafter the First party will be set free from the arrangement made by Family Court Faridabad vide order dated 04.05.2022. The Second party shall not initiate any legal proceeding against First party for compliance/non-compliance of order dated 04.05.2022. After the child of parties attain age of majority, it shall be purely the choice and decision of the child, to continue his relation with his father (second party), in the manner he feels comfortable. The First party shall not create any hurdle or discourage the relationship between father and son, if it develops.*

4. *Both the parties have agreed that after handing over of second bank draft of Rs.10 lacs, the parties shall withdraw all litigations pending against each other except FAO- M-97 of 2018 pending before the Hon'ble High Court of Punjab and Haryana. After withdrawal of pending litigations between the parties, the Second party shall hand over the third bank draft of Rs. 10 lacs to First party.*

5. *Both the parties have also agreed that there are few bank accounts which are jointly held by both the parties. Wherever the First party is Secondary account holder, she will give an application duly signed, to withdraw her name from said bank account. Wherever First party is Primary account holder, both the parties shall give a joint application to the bank to close the said bank account. This exercise shall be completed after handing over the second cheque.*

6. *Both the parties have also agreed that after handing over third bank draft of Rs. 10 lacs, both the parties shall file proceedings for dissolution of marriage by way of mutual consent under section 13B(i) and 13B(ii) of the Hindu Marriage Act 1955. The parties undertake to sign, any application, affidavit or petition for this purpose and appear in court as and when required for recording their statements at the time of filing of petition or at the time of final disposal.*

7. *Both the parties agree and undertake that after execution of present Settlement deed, they have no claims against each other including maintenance past, present or future or alimony against each other and they undertake not to claim the same at any point of time, as they have sufficient independent income. Both the parties have agreed to withdraw all cases, if any, pending in the court filed by any of them.*

8. *Both the parties shall have no claim on each other's properties whether ancestral, self acquired, joint, HUF etc. which includes moveable or immoveable, in view of present compromise deed.*

9. *In view of this compromise deed the disputes/differences between the parties stand settled and resolved. None of the parties to this settlement deed will raise any grievance or complaint against each other in view of present settlement. Both the parties undertake not to file any case/claim in future arising from the marriage between the parties, subject to signing of all requisite documents for the purpose of seeking decree of divorce by way of mutual consent.*

10. *Both the parties have entered into this compromise out of their own free will, without any undue influence or pressure or any coercion by anyone.*

11. *Both the parties have understood terms and conditions being entered into and also consequences of entering into this settlement.*

12. *Both the parties have further agreed to adhere to the terms and conditions stated above. In case of any party retracting from the said*



terms, the other party shall be at liberty to revive/initiate appropriate proceedings against the other.

13. Both the parties to this deed hereby state that they have read and understood the contents of the agreement thereof and their execution of agreement is voluntary.

14. By execution of this agreement each signatory acknowledges receipts of fully executed duplicate/original copy of this agreement.

15. That it has been further agreed between the parties that in case of necessity, both the parties shall be free to present the copy of the above compromise before any authority or court if the same is required to witness the execution of the compromise or to settle any pending controversy between the parties."

11. In view of the aforesaid affidavit/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 29.11.2017, passed by the District Judge, Family Court-I, Faridabad, shall have no effect, and the same stand set aside.

12. However, it is clarified that the parties shall remain bound by the terms and conditions of the aforesaid compromise/affidavit dated 16.10.2024, which shall form part of the decree.

13. Decree sheet be drawn accordingly.

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

(SUDHIR SINGH)
JUDGE

17.12.2024
monika

(JASJIT SINGH BEDI)
JUDGE

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