



(120)

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH****FAO-M-254-2013 (O&M)
Date of decision: 05.09.2024**

MANPREET SINGH

....Appellant

versus

PARVINDER KAUR

....Respondent

**CORAM: HON'BLE MR. JUSTICE SUDHIR SINGH
HON'BLE MR. JUSTICE JASJIT SINGH BEDI****Present:-** Mr. H.S. Saini, Advocate for
applicant-appellant.Mr. HPS Ishar, Advocate
for the respondent.

SUDHIR SINGH, J. (ORAL)**CM-12442-CII-2024 and CM-12443-CII-2024**

The present application has been filed by the applicant/appellant under Order 6 Rule 17 read with Section 151 Cr.P.C. for permission to amend the divorce petition under Section 13 (i-a) (i-b) of the Hindu Marriage Act, 1955 and convert the same into a petition under Section 13-B of the Act.

2. Learned counsel for the applicants-appellants submits that during pendency of the appeal, parties amicably settled the matter by way of settlement dated 29.05.2024 (Annexure A-1), and the same was placed on record by way of CM-12442-CII-2024. 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 case (O&M)**

Vide judgment and decree dated 22.01.2013 passed by the learned Additional District Judge, SAS Nagar, Mohali, the petition filed by the petitioners seeking a decree of divorce under Section 13(ia) and 13(i)(ib) on the ground of cruelty.

4. Learned counsel for the petitioners submit that marriage between the parties was solemnized on 05.06.2006 according to Sikh rites and out of the said wedlock, one male child was born, on 28.02.2007.

4.1. Learned counsel submit that during pendency of the appeal herein, parties amicably settled the matter by way of settlement dated 29.05.2024 (Annexure A-1) and an application No.CM-12442-CII-2024 has been filed for the conversion of the instant appeal into a petition U/s 13-B of HMA. The same has been allowed.

5. A joint affidavit has been filed under Section 13-B of the Act by both the parties by way of CM-12443-CII-2024. The same are taken on record.

6. From the bare perusal of the record, it appears that the parties have been living separately for more than 17 years.

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

8. The relevant of terms and conditions as contained in the settlement/compromise dated 29.05.2024 (Annexure A-1) arrived at between the parties, would read as under:-

“11. That the marriage between parties was solemnized in the year 2006 and both the parties have lived together as husband and wife lastly in the year 2007 and since both the parties are living separately for last more than 17 years, therefore, after



such a long lapse of time and changed circumstances, it is not possible for the parties to live under one roof as husband and wife, therefore, both the parties with the intervention of respectables, relatives and for the betterment of future especially of minor son Yuvraj Singh, decided to settle all the matters mutually with each other on the following terms and conditions:-

a) That in order to settle all the disputes and pending litigation mentioned in Para No. 5 to 10 above, 1st party would pay Rs.2 Crores (Rs. 2,00,000,00) in a lump sum as a full and final settlement including past and future maintenance and permanent alimony and all other expenses etc. to the 2nd party on her behalf as well as on behalf of her minor son Yuvraj Singh. It has also been mutually decided that 2nd party shall purchase the landed property in the name of minor son namely, Yuvraj Singh of the major/substantial amount, out of the total amount of Rs. 2.00 Crores to be received by the 2nd party in the present settlement, so that future of the minor son namely, Yuvraj Singh may be secured.

b) That, today on 29.05.2024 1st party has paid an amount of Rs. 50,00,000/- (Fifty Lakhs) as a part payment in terms of the above settlement by way of Draft No. "029110 160240003 999989" 12 dated 29.04.2024 drawn on HDFC Bank, Sohana Mohali -140308 Branch in favour of Yuvraj Singh U/G Parvinder Kaur which bank draft has been duly received today by the 2nd party from the 1st party in presence of witnesses to the present settlement.

c) That the 1st party would pay the remaining amount of Rs. 1.50 Crores (1,50,000,00) by way of Bank Draft or otherwise to the 2nd party within a period of 2 months from today which would be extendable up to 4 months with the consent of the parties, in case of any avoidable circumstances.

d) That after receipt of the aforesaid amount of full and final settlement by the 2nd party from the 1st party, 2nd party would



have no claim, whatsoever, in the property of the 1st party or his family members in all times to come and 2nd party on her behalf or on the behalf of her minor son namely, Yuvraj Singh shall also not file any case or suit claiming any share in property of the 1st party or his parents in future and they would remain present full and final settlement.

e) That 2nd party will withdraw all the pending litigation/cases or complaints, as mentioned in Para No. 5 to 10 above which are pending in various Hon'ble Courts within a period of 60 days from today and where ever prior permission for withdrawal of the case(s) filed on behalf of minor son of the parties namely Yuvraj Singh is required, the 2nd party would be bound to file such application while withdrawing the said case (s) on his behalf and 2nd will not file any complaint/suit in future claiming any Right, title or interest or otherwise from the 1st party.

f) That both the parties undertake to file a joint application in the Hon'ble Punjab and Haryana High Court at Chandigarh, seeking conversion of the divorce case bearing FAO No. 254 of 2013 from Section 13 to Section 13- B, seeking decree of mutual divorce as per law within a period of 2 months from today or immediately after the re-opening of Hon'ble High Court after summer vacations-2024 and 1st party would also withdraw the FAO No. 255 of 2013, seeking custody of the minor son in terms of the present settlement and both parties will co-operate and extend all help to each other in getting the decree of mutual divorce under law and both the parties will be bound to make appropriate statements in the Court in favour of each other, if so required at any time or in future and after grant of decree of divorce, both the parties would be free to re-marry anywhere of their choice and none of them shall any objection in this regard and they shall not interfere into the married life of each other.



- g) That both the parties will remain bound by this compromise and if the 1st party backs out from the compromise, the amount already paid shall stand forfeited. In case the 2nd party backs out from the present compromise, it shall be liable to refund the amount received alongwith interest @ 12% P.A. w.e.f. the due date of receipt of the said amount till the date of actual refund. In case, the 2nd party fails to refund the payment of such amount to the 1st party, then 1st party will have a right to file suit for recovery in the Competent Court of law and in that event, this compromise will be treated as an agreement enforceable in law and witnesses to the compromise will give evidence in favour of other party.*
- h) That this compromise is being entered between both the parties without any fear, pressure or threat, inducement rather it is voluntary act of the parties.*
- i) That in case of failure to abide by the term and conditions of the present compromise by either of the parties, as settled above, the same will be treated as cancelled for all intents and purposes. Further, in case of any failure to abide by the term and conditions of present settlement by the 2nd party, the 2nd party will return the amount which may have been received by her/him in terms of the present settlement along with interest @12% P.A. from the date of receipt of such amount till the payment of the same to the 1st party failing which the 1st party would be at liberty to recover the said amount along with interest as mentioned above from the 2nd party in accordance with law.”*

9. Respondent/wife is present in person in the Court. She has agreed with the terms of the settlement/ compromise dated 29.05.2024 arrived at between the parties and the contents of aforesaid joint affidavit dated 08.07.2024, and expressed her no objection to the same.



10. 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 22.01.2013 passed by the learned Additional District Judge, SAS Nagar, Mohali shall have no effect, and the same stands set aside.
11. Joint decree sheet be drawn accordingly.
12. Pending application(s), if any, shall stand disposed of.

(SUDHIR SINGH)
JUDGE

(JASJIT SINGH BEDI)
JUDGE

05.09.2024
JITESH

Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No