

2024:PHHC:131964-DB



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

FAO-5021-2022 (O&M)

Date of decision: 27.09.2024

Mohit

....Appellant

versus

Lalita Rani @ Neha

....Respondent

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

Present:- Mr. Kunal Dawar, Advocate,
for applicant-appellant.

Mr. Tanmoy Gupta, Advocate,
for the respondent.

SUDHIR SINGH, J. (ORAL)

CM-17130-CII-2024

The instant application has been filed for permission to convert 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 dated 16.09.2024.

2. Learned counsel for the applicant-appellant submits that during pendency of the appeal, parties have amicably settled the matter by way of settlement dated 16.09.2024.

They have decided to part ways on the terms and conditions as 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)

Present appeal is directed against the judgment dated 17.10.2022 passed by the Add. Principal Judge, Family Court, Gurugram whereby the petition under Section 13(1)(ia) & (ib) of Hindu Marriage Act, 1955, filed by the appellant-husband for grant of decree of divorce, was dismissed.

2. During the pendency of the appeal, parties amicably settled the matter by way of settlement dated 16.09.2024, and the same was placed on record. They have decided to part ways on the terms and conditions contained in the said settlement/compromise and have moved an application (CM-17144-CII of 2024) under Section 13-B of the Hindu Marriage Act for dissolution of marriage by way of mutual consent in terms of the settlement as mentioned in Para 7 of the said application, which reads as under:-

“That during the pendency of the above appeal before this Hon’ble Court, a compromise has been arrived at between the parties and as per the compromise First Party had to pay an amount of Rs.21 lacs to the Second Party. The First Party shall handover Demand Draft of Rs.21 Lacs to the Second

Party in Court while recording statements of parties. The said terms and conditions are also mentioned in the MoU dated 16.09.2024 signed between the parties. In furtherance thereof, Second Party has also agreed to withdraw all the cases pending between them. Parties have decided to part way amicable and therefore seek a decree of divorce by mutual consent”.

3. From the bare perusal of the record, it appears that the parties have been living separately for more than 9 years. Keeping in view that the matter has already been settled between the parties vide compromise deed/MoU dated 16.09.2024, learned counsel for the parties pray for waiving off the cooling period. In this regard, the applicant-appellant has filed CM-17145-CII-2024.

4. Considering the factum of compromise between the parties, the cooling/statutory period of 06 months is hereby waived off in light of the judgment in **‘Amardeep Singh versus Harveen Kaur, 2017(4) RCR (Civil) 608’**, as prayed in the aforesaid CM-17145-CII-2024.

5. The relevant of terms and conditions as contained in the settlement/compromise dated 16.09.2024 arrived at between the parties, would read as under:-

“The Parties have mutually discussed and decided on their free will and volition without any fear, undue influence, pressure or coercion from anybody or

interference from anyone to settle all pending disputes between the Parties and to arrive at an amicable settlement for the purpose of peaceful and trouble free living by entering into this permanent settlement and compromise on the following terms and conditions: -

NOW THIS DEED WITNESSETH AS UNDER:-

1. The Parties hereto have recognized that the marriage between the First Party and the Second Party has irretrievably broken down and there is no possibility to reunite or continue with the same. Therefore, it is felt desirable to put an end to all disputes and differences by entering into a written settlement deed/MOU in the manner as provided hereinafter.

2. It has been further agreed between the Parties to record this settlement as a formal comprehensive document containing all terms and conditions of settlement agreed upon by the Parties as conditions to sever all relations and to end all disputes. This document can be produced before all Courts of law in India wherever cases between the Parties are pending (if any) or are filed in pursuance of this settlement and this document shall have binding effect upon the Parties in all courts of law in India.

3. It has been discussed and agreed between the Parties that the First and Second Parties shall proceed for mutual divorce proceedings and shall approach to competent court of law in India, by way of joint petition for dissolution of their marriage, a decree of divorce by mutual consent under the applicable laws in India. Needless to mention, the Parties, shall fully co-operate and do the needful in the process of divorce proceedings before the court of competent jurisdiction.

4. That it has been agreed by the parties that the both the parties shall file mutual divorce petition under section 13-B, Hindu Marriage Act, and it has been agreed by the parties that both the parties shall withdraw all the cases filed by either party against

the other party after filing the divorce petition by mutual consent.

5. The Parties hereto wish to end the marriage between them for a peaceful and trouble free life. Upon this mutual consideration, the Parties have agreed to enter into this Settlement.

6. That Second Party had earlier lodged an FIR under section 498-A IPC, in which the First Party has acquitted and the second party has preferred an appeal against the said acquittal and which is pending before the court of Sh. Sandeep Chauhan, ASJ, Gurugram and is pending for 27.09.2024 and now it is agreed by the Second Party that she shall withdraw that appeal after recording of the statement of the parties in mutual divorce petition.

7. That parties further agree that they shall not file any complaint/case/petition/ police complaint of any nature against each other in future regarding the issue between them after recording of the statement of the parties of first motion and shall not in any manner harass the other party.

8. That both the parties to present MOU have settled their disputes regarding all goods, articles and jewellery etc. at time of signing the present MOU. That after this nothing remains due towards any of party regarding goods, jewellery. articles etc. No claim shall be entertained regarding the same in future.

9. That first Party has agreed to pay a sum of Rs. 21 Lakhs to Second Party for settling the disputes and towards all her claims of past, present and/or future maintenance as well as on account of permanent alimony including the claim of Istridhan etc. of Second Party, on the following terms and conditions:-

a. That the First Party will pay a sum of Rs. 21 Lakhs (Twenty One Lakh Only) by way of Demand Draft in favour of Second Party passing at the time of of final order in section - 13(B) HMA before the Hon'ble High Court of Punjab and Haryana.

b. That Second Party has agreed she will not lay any claim whatsoever including any inheritance/ succession against First Party or his family members in any movable or immovable assets of First Party or his family members and all her claims will deemed to have been settled after recording of statement of second motion.

c. The second party shall withdraw her appeal bearing no. CRA/ 149/2018 filed by her against the First Party and the First Party also agrees that he shall withdraw his application under section 340 Cr.PC against the Second Party which is pending in the court of Sh. Mahesh Kumar, APJFC, Gurugram.

d. That Second Party further states that she will not claim any maintenance under Section 125 Cr.P.C, Domestic Violence Act, or under any other provisions of law from Second Party or his family members and all her claims have been settled regarding the maintenance, alimony, Istridhan etc.

e. That both the parties have agreed and undertaken that they shall absolutely and unconditionally refrain from making or publishing any comment against each other or their family members, acquaintances or any other person related to them or known to them in future digitally, electronically, verbally, in print or in any other form.

f. That both the parties have agreed that they will undertake to erase or delete any other previous record in their possession including the social media platforms, Whatsapp, Facebook, Twitter, Instagram, call records pictures, written documents, audio files or in any other form whatsoever and undertake and agree not to use

directly or indirectly the said information in any form which may be detrimental to the rights of each other in future.

10. Based on the Settlement as recorded hereinabove the Parties undertake not to file any kind of cases in Civil, Criminal and/or Matrimonial against each other and against their family members and their respective properties in India and the Parties hereto have no claim, entitlement etc. against one another.

11. That the contents of this Compromise cum Settlement Deed/MOU have been read over and explained to all the Parties, and witnesses also in their vernacular language and they have understood the same and have admitted the same to be correct.

12. That once the Parties have started and are pursuing the course of action as per this Compromise-cum-Settlement Deed/MOU Parties shall ensure that no adverse orders are passed against any of the Parties.

13. That none of the party should withdraw and/ or challenge this Settlement Deed/MOU before any Court of Law after signing this Settlement, unless and until the terms of the said settlement are breached

14. Once the Court records the settlement, the Parties shall endeavor to honor their respective commitments under the terms of settlement.

15. This settlement is recorded on the free will and volition of the Parties and it shall have a binding effect on all the Parties. The Compromise cum Settlement Deed/MOU has the force and effect in India and shall be binding upon the Parties hereto.

16. In case any party breaches the terms and conditions of this Settlement, the parties would be restored to status quo ante., If Second party breach any of the Reconditions of this settlement, the First party shall be at liberty to

withdraw from the divorce proceedings and similarly if First Party does not honor the terms of this settlement then second party would be at liberty to pursue all legal actions/ remedies available to her and shall restore the complaint which the second party will withdraw after recording the statement of first motion, and further the second party will be fully entitled to seek the remedies as per law.

17.Laws of India shall be the governing law of this agreement and courts of Gurgaon shall have jurisdiction over any disputes arising out of this Agreement”.

6. In view of the above-mentioned settlement/compromise arrived at between the parties, both the parties are present in the Court and a Demand Draft bearing No.131662 dated 21.09.2024 for a sum of Rs.21 lacs in favour of the respondent-wife has already been handed over to her.

7. 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 17.10.2022 passed by learned Add. Principal Judge, Family Court, Gurugram, shall have no effect, and the same stands set aside.

8. 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.
9. Decree sheet be drawn accordingly.
10. Pending application(s), if any, shall stand disposed of.

**(SUDHIR SINGH)
JUDGE**

**(JASJIT SINGH BEDI)
JUDGE**

27.09.2024
sukhpreet

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