

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

CRM-M-61608-2023 (O&M)
Date of Decision: 22.02.2024

TAJ MOHD.

.....PETITIONER

Vs.

ANJUMAN (through her mother)

.....RESPONDENT

CORAM: HON'BLE MS. JUSTICE HARPREET KAUR JEEWAN

Present: Mr. Munish Kumar, Advocate, for the petitioner.

HARPREET KAUR JEEWAN J. (ORAL)

1. The present Criminal Revision Petition has been filed for quashing the order dated 26.07.2023 (Annexure P-1), whereby the revision petition was dismissed by the learned Additional Sessions Judge, Chandigarh, against the order dated 04.12.2019 (Annexure P-2) passed by Judicial Magistrate Ist Class, Chandigarh, granting interim maintenance to the respondent-wife in a petition under Section 125 Cr.P.C.

2. On 07.12.2023, the following order was passed by this Bench:-

“Learned counsel for the petitioner inter alia contends that compromise was effected, whereby the previous petition filed under Section 124 Cr.P.C. (sic.) Section 125 Cr.P.C., on behalf of the wife-Rani Begum and respondent-minor child Anjuman was withdrawn as compromised. Later on the minor child-respondent had again filed an application under Section 124 Cr.P.C. (sic.) Section 125 Cr.P.C., whereby the impugned order dated 04.12.2019 (Annexure P-2) had been passed by Chief Judicial Magistrate, Chandigarh allowing interim maintenance to the tune of Rs.3,500/- per month against which revision petition had been filed, which also stands

dismissed by Additional Sessions Judge, Chandigarh vide impugned order dated 26.07.2023 (Annexure P-1) as such the impugned orders are liable to be set aside.

*It has been observed by the Chief Judicial Magistrate, Chandigarh while passing the impugned order dated 04.12.2019 (Annexure P-2) that though the compromise deed dated 18.12.2010 (Annexure P-3) has been produced on record, whereby the wife of the petitioner and petitioner have dissolved their marriage and the mother of the respondent has mentioned that she has received the amount in lump-sum for herself as well as for maintenance and up keep of her minor child, however, the mere recital in the compromise deed cannot be considered as a bar for filing the petition. In this regard reliance was also placed on the decision of this Court in **Simran Vs. Ajay Kumar Sahni 2017(1) HLR 213**. The said observations have been affirmed by the order passed by Additional Sessions Judge, Chandigarh (Annexure P-1).*

Learned counsel for the petitioner has been confronted with the provisions of Order XXXII Rule 7 CPC which requires a leave of the Court for effecting a compromise on behalf of the minor as well as if represented by a pleader, a certificate of the pleader is required to be filed that the agreement or compromise proposed, in his opinion is for the benefit of the minor; whereas in the present case no such leave was granted by the Court to make a compromise on behalf of the minor.

Learned counsel for the petitioner seeks short adjournment to place on record any such document whereby leave was granted by the Court.

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3. Learned counsel for the petitioner very candidly accepted that no order was passed by the concerned Court under Order XXXII Rule 7 CPC granting leave to affect the compromise on behalf of the minor.

4. There is no irregularity & illegality in the order dated 04.12.2019 (Annexure P-2) passed by the Judicial Magistrate Ist Class, which has been affirmed by the impugned order dated 26.07.2023 (Annexure P-1) passed by the learned Additional Sessions Judge. No compromise could have been accepted debarring him of his statutory rights under Section 125 of the Code of Criminal Procedure, 1973 without compliance of the provisions of Order XXXII Rule 7 CPC and without leave of the Court.

5. Consequently, the present petition stands dismissed.

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

February 22, 2024
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(HARPREET KAUR JEEWAN)
JUDGE

Whether Speaking	Yes
Whether reportable	No