

2024:PHHC:138881-DB



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

**FAO-2262-2023 (O&M)**  
**Date of decision: 16.10.2024**

**Mohinder Pal Kaur**

**.....Appellant**

**Versus**

**Harjit Singh and others**

**.....Respondent**

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

Present: Mr. Saurav Khurana, Advocate,  
for the appellant.

Mr. Aakash Singla, Advocate,  
for the respondents.

**SUDHIR SINGH, J. (Oral)**

Present appeal is directed against the judgment dated 22.11.2022 passed by the Principal Judge, Family Court, Patiala, whereby the suit filed by the plaintiff-appellant (hereinafter referred to as 'appellant') for declaration to the effect that the registration certificate of marriage issued by the Registrar of Marriages, Patiala, under Hindu Marriage Act vide registration No.295 dated 12.03.2013 with regard to the marriage of Sarabjit Singh (son of appellant) with Ivneet Kaur-respondent No.4 and marriage certificate dated 11.03.2013 issued by Gurudwara, Darbar Shri Guru Angad Sahib Ji, Sirhindi Gate, Patiala, were illegal, null and void, was

**dismissed.**

2. During the pendency of this appeal, vide order dated 24.09.2024 passed by this Court, the matter was referred to the Mediation & Conciliation Centre of this Court for exploring the possibility of amicable settlement between the parties. As per the report dated 04.10.2024 of the Mediator, the parties have settled their dispute by way of amicable settlement/compromise dated 04.10.2024. The said compromise has been annexed with the report of the Mediator.

3. Learned counsel for the appellant submits that the appellant has no objection with the said compromise, provided the marriage in question be declared as null and void in terms of the settlement arrived at between the parties before the Mediator.

4. The relevant terms and conditions, as contained in the settlement/compromise dated 04.10.2024 arrived at between the parties, would read as under:-

“a) That both the parties have mutually agreed to put an end to litigation present and future. The first party-Mohinder Pal Kaur has agreed that she will pay a sum of Rs.35,00,000/- (Rupees Thirty Five Lacs Only) to the second party-Harjit Singh. The first party will pay a sum of Rs.12,00,000/- (Rupees Twelve Lacs Only) by way of cheque to the second party at the time of signing of the present settlement i.e. 04.10.2024.

b) That the first party will pay the second installment of Rs.12,00,000/- (Rupees Twelve Lacs Only) by way of demand draft only to the second party at the time of making the statement in the FAO No.2262 of 2023 titled as ‘Mohinder Pal Kaur *versus* Harjit Singh and others’ and at the time of signing/filing the quashing petition for FIR by the first party on or before 16.10.2024. The second party will

not have any objection with regard to allowing the above stated FAO for declaring the marriage null and void on the basis of compromise.

c) That the first party will pay the full and final installment of Rs.11,00,000/- (Rupees Eleven Lacs Only) by way of demand draft to the second party, at the time of recording their statements for quashing of FIR. After the payment of said amount nothing shall be due to be paid including moveable or immovable to the second party for all times to come.

d) That complaint filed by the second party or by the relative (as claimed by the first party) before the Immigration Department/Embassy at Australia against the first party shall be withdrawn by making appropriate request application/letter before the competent authority.

e) Apart from above mentioned pending litigation, if any other litigation is pending in India or any other foreign country, which do not find mention in the present settlement, arising out of the present matrimonial discord the same shall be withdrawn. It is further agreed that both the parties along with their family members will not file any fresh litigation arising of the present matrimonial discord. Both the parties have shed their grudges against each other side.

f) Both the parties have agreed that they will not defame or malign the image of each other in the society and will live peacefully.

g) That both the parties have agreed that the first party-Mohinder Pal Kaur will file a fresh petition for quashing of abovementioned FIR/quashing of P.O. order, if any, on the basis of compromise and the all expenses will bear by the first party-Mohinder Pal Kaur.”

5. As per terms of settlement, a demand draft/bankers cheque dated 11.10.2024 amounting to Rs.12,00,000/- (Rupees Twelve Lakhs), has been handed over to the learned

counsel for the respondents today in Court. Photocopy of the same is taken on record.

6. The execution of the compromise/settlement has not been controverted by learned counsel for the respondents.

7. Since the matter has already been settled between the parties, the present appeal stands disposed of in terms of the compromise/settlement dated 04.10.2024. The impugned judgment passed by the Family Court stands set aside and the marriage of Sarabjit Singh with Ivneet Kaur is declared as null and void.

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 judgment and decree.

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

**(SUDHIR SINGH)**  
**JUDGE**

**(JASJIT SINGH BEDI)**  
**JUDGE**

16.10.2024

Ajay Prasher

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