



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

204

**CRR(F)-965-2024(O&M)
Decided on : 27.03.2025**

GURDARSHAN SINGH

. . . Petitioner(s)

Versus

SUKHWINDER KAUR ALIAS KULJINDER KAUR AND ANOTHER
... Respondent(s)

CORAM: HON'BLE MS. JUSTICE KIRTI SINGH

PRESENT: Mr. Abhinav Jain, Advocate
for the petitioner.

Mr. Tejbir Singh Hundal, Advocate for respondent No.1.

KIRTI SINGH, J. (Oral)

Challenge in the present petition is to order dated 07.05.2024 passed by learned Additional Sessions Judge Special Court, Kaithal whereby respondent No.1 was granted interim maintenance @ Rs.15,000/- per month as well as litigation charges of Rs.8,000/-.

2. In compliance with the order dated 05.02.2025 passed by this Court, a report dated 24.03.2025 has been received from the Mediation and Conciliation Centre of this Court, wherein it is stated that the parties have reached at an amicable settlement, terms of which are reproduced hereinunder:

"7. Today it is informed by the parties that they have appeared before National Lok Adalat which was held on 08.03.2025 at Moga and they have agreed to path their ways. Petitioner namely Gurdarshan Singh in his statement before the learned National Lok Adalat Moga submits as under:-

"Stated that I have entered into a compromise in the National Lok Adalat. As per compromise, we mutually settled that I will pay Rs 2,50,000/- to applicant No.2 (i.e my daughter Simranjeet Kaur) within period of one and half month from today by way of demand draft and I shall also execute sale deed of my house property situated in Ward No.01, Sant



Nagar, Amritsar Road, Moga, in which both the applicants, nowadays, residing, after clearance of housing loan amount to be completed in the year 2026 and in the meantime, I shall execute an agreement to sell in favour of applicant No.1 (Sukhwinder Kaur) on or before filing of petition u/s 13-B of HMA. Accordingly, we both the parties i.e. applicant No.1 and myself will seek a divorce u/s 13-B of HMA after one and half month from today as per our settlement i.e. on account of full and final permanent alimony to applicant No. 1. If I fail to comply with the terms and conditions of today's compromise, then I would be liable to pay the entire outstanding maintenance allowance as settled by this Hon'ble Court vide order dated 06.05.2024, in the present Case. Further, I have got recorded this statement without any sort of undue influence or coercion. I will withdraw all the pending cases if any against the applicants".

8. *That the respondents (wife and daughter) have agreed the statement of the petitioner before Ld. National Lok Adalat on 08.03.2025, which is reproduced as under:*

"Stated that we have heard the statement of respondent and agree with the same. Accordingly, we withdraw the present case as per the terms and conditions of the today's settlement. If the respondent feels to abide by such terms and conditions of today's settlement then he would be liable to pay the entire payment outstanding maintenance allowance in light of the order dated 06.05.2024, passed in the present case and we have got to right to get restored the present case from the same stage. We will withdraw all the pending cases if any against the respondent.

Further we have got recorded this statement without any sort of undue influence of coercion."

9. *That the present Settlement/Agreement is full and final. In view of the present settlement, all claims of the parties stands settled.*

10. *That the copy of the statements of both the parties which were recorded before Ld. National Lok Adalat Moga and copy of order dated 08.03.2025 of Presiding Officer, National Lok Adalat Moga is attached herewith.*

11. *By signing this settlement/ Agreement the parties hereto state that they would have no further claims or demands against each other with respect to the suit/claim/proceedings filed by both the parties in the different Courts of Law, if any and all the disputes and differences in this regard have been amicably settled by the parties hereto through the process of Conciliation/Mediation. They shall not institute any other case against each other with reference to the matrimonial dispute arising between the parties out of their wedlock.*

12. *That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in this settlement/ Agreement and not to dispute the same hereinafter in future.*

13. *That the parties to this agreement hereby state that they have read this settlement/Agreement as also their lawyers and they have understood the contents thereof and their execution of this Settlement/ Agreement is voluntary.*



14. *That with the execution of this Settlement/ Agreement, each signatory acknowledges receipt of fully executed duplicate/original of this Settlement/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 Settlement/Agreement before any Authority or Court if the same is required to witness the execution of this Settlement/Agreement or to settle any pending controversy between the parties. ”*

3. Learned counsel for the respondent No.1 does not dispute the factum of the compromise.

4. In view of the above, no further order is required to be passed in the instant case and the same is disposed of as such.

Pending application(s), if any, also stands disposed of accordingly.

(KIRTI SINGH)
JUDGE

27.03.2025
Kavita

Whether speaking/reasoned: Yes/No
Whether Reportable: Yes/No