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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRR(F)-1334-2022 (O&M)
Date of Decision: 29.04.2025

Vivek Mohan

....Petitioner(s)

Versus

Rubal and another

.....Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Anand Chhibbar, Senior Advocate with
Ms. Shreya B. Sarin, Advocate, for the petitioner.

Mr. Saurabh Arora, Advocate, for the respondents.

Mr. Sartej Singh Narula, Advocate (Mediator).

JASGURPREET SINGH PURI, J. (Oral)

1. Mr. Anand Chhibbar, learned Senior Counsel with Ms. Shreya B. Sarin, learned counsel for the petitioner, Mr. Saurabh Arora, learned counsel for the respondents and Mr. Sartej Singh Narula, learned Mediator have submitted that the mediation has been conducted which has been successful and the matter has now been settled between the parties and it has also been settled in the agreement that all the litigations will be withdrawn with the cooperation of the respondent-wife.

2. Learned Senior Counsel for the petitioner has submitted that in view of the settlement being arrived at between the parties, he does not wish to press the present petition and wants to withdraw the same and liberty may be granted to him to move an appropriate application before the



appropriate Court in the appropriate proceedings in accordance with law.

3. Learned Senior Counsel has also filed the compromise deed before this Court which is hereby taken on record and it is marked as Mark-X. The Registry is directed to tag the same at appropriate place and paginate it accordingly.

4. Learned Senior Counsel also referred to para No.2 and 3 of the compromise which are reproduced as under:-

2. This sum of Rs. 75 lacs (Rupees Seventy-Five Lacs) shall be paid in installments as stated hereunder:

- First Installment: The First Party has paid a sum of Rs. 15 lacs (Rupees Fifteen Lacs) to the Second Party i.e. Rubal by way of a demand draft no. 000727 dated 03.04.2025 drawn on HDFC Bank, Sapphire 90, Gurugram, in the name of Rubal Gulati) at the time of signing this present compromise deed i.e. on 6th April 2025.*
- Second Installment: The First Party shall pay a sum of Rs. 15 lacs (Rupees Fifteen Lacs) to the Second Party by way of a demand draft (in the name of Rubal Gulati) after one month from the signing of this present compromise deed which will not be later than 11th May, 2025.*
- Third Installment: The First Party shall pay the remaining sum of Rs. 45 lacs (Rupees Forty-Five Lacs) to the Second Party by way of a demand draft (addressed to Rubal Gulati) after six months from the payment of the Second Installment which will not be later than 9th November, 2025.*

3. That both the parties have mutually agreed upon and settled that after the payment of a total sum of Rs.75 lacs (to be paid till November 2025), both the parties shall deal with and aid in



the disposal the respective cases filed by them against the other party in the following manner:

- i) Complaint under Section 12 of the Protection of Women from Domestic Violence Act, 2005 filed by the Second Party shall be withdrawn by her;*
- ii) Petition under Section 125 CrPC ((CRR(F) 1334 of 2022) filed before the Hon'ble Punjab and Haryana High Court by the First Party against the maintenance award passed by the Family Court, Sonipat shall be disposed of in terms of this compromise deed;*
- iii) FIR (FIR No. 0318 of 2021) filed by the Second Party under Sections 323, 34, 354, 377, 498A, 506, 494 of IPC 1860 shall not be pursued by her and she shall co-operate with the First Party in the quashing petition that will be filed by the First Party before the Hon'ble Punjab and Haryana High Court.*
- iv) The Second Party will also co-operate with the First Party in the Appeal filed by the First Party against the dismissal of the Petition under Section 13 of the Hindu Marriage Act, 1955 vide Order dated 27.02.2025 and the Second Party shall also not object to the grant of a divorce decree between the First Party and the Second Party. It is further to be noted herein that the terms of the present settlement may be read as part and parcel of the divorce decree to be obtained. In the alternative, a prayer be made to convert the proceedings u/s 13 B Hindu Marriage Act, or else, a fresh petition u/s 13-B Hindu Marriage Act be filed at Sonipat.*
- v) That in case any other civil, criminal or other litigation has been filed by either of the parties or is pending between the parties which may or may not be in the knowledge of either of the parties, the same shall also be treated to be withdrawn.*



5. At this stage, Mr. Saurabh Arora, learned counsel for the respondents has stated that although there was no fee fixed for the Mediator because the learned Mediator had so stated that he will be mediating as a *pro bono* but as a matter of goodwill gesture for the Bar of this Court, the respondent-wife has paid an amount of Rs. 2,50,000/- to the Bar Association and the Clerk Association since the matter has now been settled.

6. Learned Senior Counsel for the petitioner has submitted that the petitioner will also pay either equivalent or more amount to the Bar Association and the Clerk Association as a matter of gesture. He further submitted that the needful will be done within a period of two weeks from today.

7. This Court also records its appreciation towards Mr. Sartej Singh Narula, Advocate who had acted as a *pro bono* Mediator and the mediation has turned out to be successful with his efforts.

8. In view of the above, the present revision petition is dismissed as withdrawn with the liberty aforesaid.

29.04.2025

rakesh

(JASGURPREET SINGH PURI)

JUDGE

Whether speaking

:

Yes/No

Whether reportable

:

Yes/No