

**IN THE COURT OF JUDICIAL MAGISTRATE 1<sup>ST</sup> CLASS**

**SUMBAL**

**File No. 111 /A D.O.I 14.12.2022 D.O.O 06.03.2026**

**In the Case of:**

1. Mst Posha Begum  
W/O: Irfan Ahmad Dar  
D/O: Gh Mohd Bhat
2. Luqman Bin Irfan (03 Years old)  
Minor through mother  
R/o: Wangipora Sumbal District Bandipora

**... Applicants/Petitioners**

**(Through Adv. Syed Shabir, Qazi Rashid & Associates)**

**Vs.**

Irfan Ahmad Dar  
S/o: Mohd Ramzan Dar  
R/o: Wangipora Sumbal District Bandipora  
Ph No. 7889774372

**.. Respondent/Non-applicant**

**(Through: Mir Shabir & Associates)**

**In the matter of:** Petition Under Section 125 Cr.PC (Compromise Agreement)

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**Coram: Rahila Rashid**

**JO Code JK00345**

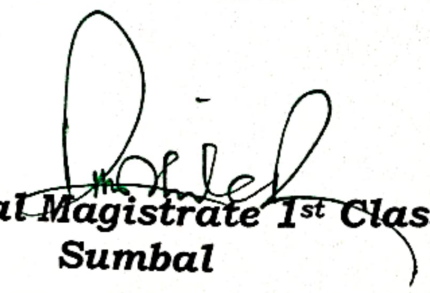
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**O R D E R**

1. This petition under Section 125 Cr.PC came up for hearing today in the presence of the learned counsel for both parties.

2. However, during the course of the proceedings, both parties have submitted a compromise agreement dated 26-12-2025, whereby they have mutually agreed to settle the matter on certain terms and conditions. A copy of the said compromise agreement has been placed on record.
3. After hearing the learned counsel for both parties and upon perusal of the compromise agreement, this Court is satisfied that the compromise has been voluntarily entered into by both parties without any coercion or undue influence. The terms of the compromise appear to be fair and reasonable.
4. In light of the compromise agreement, the petition under Section 125 Cr.PC is hereby dismissed as compromised. The compromise agreement shall form part of this order.
5. Parties shall remain bound by the terms of the compromise agreement.
6. However the petitioner is at liberty to apply for further orders in case of any breach or non-compliance with the terms of the compromise.
7. File be consigned to record room after its due compilation.

**Announced**  
**06-03-2026**

  
**Judicial Magistrate 1<sup>st</sup> Class**  
**Sumbal**



**BEFORE THE HON'BLE COURT OF JUDICIAL MAGISTRATE 1<sup>ST</sup> CLASS AT**  
**SUMBAL**

**IN THE CASE OF:- Mst. Posha Begum & Ors V/S Irfan Ahmad Dar.**

**IN THE MATTER OF:- COMPROMISE AGREEMENT.**

This compromise is executed today on 26<sup>th</sup> day of December 2025 by and between:

- 1. Mst. Posha Begum D/o Late Gh Mohd Bhat W/o Irfan Ahmad Dar R/o Wangipora Sumbal Bandipora (Hereinafter called the party no. 1<sup>st</sup>) to this agreement.**

**AND**

- 2. Irfan Ahmad Dar S/o Mohd Ramzan Dar R/o Wangipora Sumbal Bandipora (hereinafter called the party no. 2<sup>nd</sup> to this agreement).**

**WHEREAS**, the party no 1<sup>st</sup> has filed two petition before this Hon'ble court under Section 12 D.V Act for maintenance, of herself and for her child which is pending disposal till date.

**AND WHEREAS**, since the rift between both the parties reached at final stage. now the parties have ended their matrimonial relation by virtue of divorce deed dated **26/12/2025**.

**AND WHEREAS**, the parties have decided their liabilities and extinguished their rights to each other as the parties have ended their relation by way of Divorce and the Mehr amount has been liquidated by the party no 2<sup>nd</sup> towards the party no 1<sup>st</sup> and the party no 2<sup>nd</sup> has offered 08 lakh which the party no 1<sup>st</sup> has received and acknowledged.

**AND WHEREAS**, now the parties have amicably settled their dispute together and the party no 1<sup>st</sup> is ready to withdraw the case as not pressed filed before the Hon'ble Court of Judicial Magistrate 1<sup>st</sup> class at Sumbal and the parties have decided to enter into compromise upon the terms and conditions mentioned below:

- a. That both the parties shall not reside with each other after the execution of this instant compromise agreement and shall not interfere with each others life in future.
- b. That both the parties have already decided their terms and conditions in the divorce deed dated **26/12/2025**.
- c. That the parties have mutually agreed that the custody of the child namely **Luqman Bin Irfan** aged about **4 years** shall remain with father ie party no 2<sup>nd</sup> forever and the party no 1<sup>st</sup> shall have no objection with this regard.
- d. That the party no 1<sup>st</sup> shall have visitation rights of the child once in a week and the party no 2<sup>nd</sup> shall have no objection to this regard.



بیان مسائل - محات یونٹس بلڈ خوجہ مرغان احمد خاں دفتر غلام محمد  
 عین حال قلمی پورہ - بیان کرتا ہوں کہ درخواست دیگر یونٹ مظہر نے  
 میں اور کچھ دیا ہے جسے اور درست ہے اسے تحریر و تکمیل سے اعلیٰ میں  
 مظہر نے مفصل کے رویہ مبلغ 8 لاکھ روپیہ اور کیا جو مظہر نے حاصل  
 کیا - بروئے داہن نام دیگر یونٹ مظہر نے 2 سالہ داہن نام  
 کرتا ہوں اس قدر بیان ہے۔

posha. Bugam

بیان شافٹ مسائل - دیگر یونٹ سہیل شہیر مرغان احمد  
 بیان کرتا ہوں مظہر مسائل کو جاننا میں اور ذاتی طور پر  
 شافٹ کرتا ہوں یہ مفصل بیان ہے۔

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بیان مفصل: مرغان احمد خاں ولد محمد مرغان احمد خاں قلمی پورہ -  
 بیان کرتا ہوں کہ درخواست دیگر یونٹ میں اور کچھ دیا ہے جسے اور درست ہے اسے  
 تحریر و تکمیل سے اعلیٰ میں مظہر نے مسائل کو رقم جو کہ درخواست دیگر یونٹ میں درج  
 ہے کو میں اعزہ پیش کیا بروئے داہن نام مظہر اب مسائل کو اپنی وجہ سے  
 آڈا کرتا ہوں اس قدر بیان ہے۔

Suf

بیان شافٹ مفصل - دیگر یونٹ دانش: بیان کرتا ہوں  
 کہ مظہر مسائل کو جاننا میں اور شافٹ کرتا ہوں اس قدر  
 بیان ہے۔

Danish  
 Chaudhary



- e. That the party no 2<sup>nd</sup> after getting custody of the child shall have responsibility to give best education to the child by admitting him into any reputed private institution nearest to his locality.
- f. That if at any time the parties needs any statement in favour of each other at any where, the parties shall have no objection to come forward and give statement.
- g. That the party no 2<sup>nd</sup> shall not harass the party no 1<sup>st</sup> at any point of time and the party no 1<sup>st</sup> also shall not tarnish the character of party no 2<sup>nd</sup>.
- h. That the party no 1<sup>st</sup> of this instant compromise agreement shall have visitation rights once in a week and shall keep the child on every Saturday for which party no 2<sup>nd</sup> shall himself handover the child to party no 1<sup>st</sup> for which the party no 1<sup>st</sup> shall have no objection regarding this.
- i. That the party no 2<sup>nd</sup> shall have no contact with the party no 1<sup>st</sup> from the date of execution of this instant compromise neither the party no 1<sup>st</sup> have any contact with the party no 2<sup>nd</sup>.
- j. That the party no 1<sup>st</sup> shall withdraw all the pending cases which have been filled against the party no 2<sup>nd</sup> after the execution of this compromise.
- k. That the parties shall not torture, harass, verbal abuse, or physical abuse to each other after the execution of this instant compromise and both the parties shall not at any time disrespect each other.

*In witnesses whereof*, the parties have set their agreement in token of acceptance after having translated to them in their mother tongue in presence of the witnesses.

Party No. 1<sup>st</sup>

Posho Begom.

Witnesses:-

1. Gh Rasool Bhat  
S/o Larte Mo Rahim Bhat Rasool Bhat  
R/o Chawan Takaya Bhat  
District Bandipora.

2. Gh. Moudud Bhat  
S/o Gh. Moudud Bhat  
R/o Gh. Moudud Bhat  
District Bandipora.

Gh. Moudud Bhat  
S/o Moudud Subhan Bhat  
The Bandipora Chawan Takaya.

25/11/2024  
25/11/2024  
25/11/2024