

IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA.

Cr. Rev. (FC) No. 38 of 2024

Date of decision: 07.07.2025

Madan Lal ...Petitioner

Versus

Saroj Kumari & Anr. ...Respondents

Coram

The Hon'ble Mr. Justice Tarlok Singh Chauhan, Judge.

The Hon'ble Mr. Justice Sushil Kukreja, Judge.

Whether approved for reporting? No.

For the Petitioner: Mr. Dinesh Kumar Thakur, Advocate.

For the Respondents: Ms. Anita Jalota, Advocate.

Petitioner-Madan Lal and Respondent-Saroj Kumari, present in person.

Tarlok Singh Chauhan, Judge (Oral)

Cr.MP No. 2831 of 2025

Be Registered.

2. Heard. The joint application, duly supported by the affidavit(s) of the respective parties, for placing on record the compromise deed, is allowed. Application stands disposed of.

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3. The parties are present in person and have been duly identified as such by their respective counsels.

4. It is heartening to note that with the proactive role played by Shri G. D. Verma, Senior Advocate, the parties have

been able to settle the matter amicably and have filed a joint application for placing on record the written compromise with a further prayer that the marriage may be dissolved by way of decree of divorce as per the compromise deed.

5. The compromise deed reads as under:-

"Compromise Deed

This agreement is executed on this 7th day of July at Shimla between the first party Madan Lal S/o Shri Ravinder Kumar R/o Village Kandla (Bagi Binola), Post Office Binola, Tehsil Sadar, District Bilaspur, H.P. age 44 years and second party Saroj Kumari D/o Shri Nikka Ram R/o Village Ghumaspur, Post Office Gharan, Tehsil Jhandutta, District Bilaspur H.P. age 42 years. Both the parties acknowledge their marriage solemnized on 19-10-2008 at Village Kandla, Tehsil Sadar District Bilaspur. However, the parties state that they have not cohabited as husband and wife since 2016 and living separately since 2016. The matter was listed before mediator on 30-05-2025 on which date the matter has been compromised between the parties and both the parties are agreeable for mutual divorce on following terms and conditions.

- 1. That the Petitioner will pay an amount of Rs. 3,00,000/- as full and final settlement amount of any kind of past and future claim of respondent of maintenance.*
- 2. That the second party has agreed not to claim any money etc from the first party in future in any manner whatsoever.*
- 3. That both the parties agree not to interfere in each others lives, contact or communicate in the future in any manner whatsoever.*

4. That both the parties acknowledge that this settlement is final, binding and legally enforceable. No party may exploit technicalities or loopholes to challenge its validity.

5. That both the parties will withdraw all complaint or legal proceeding filed against each other or their respective families immediately. The second party will withdraw her case filed against the first party under section 12 of the Protection of Women from Domestic Violence Act 2005, case No. 42/3 of 2016, F No. 5857/2019 which is pending before the learned Chief Judicial Magistrate, Bilaspur, H.P.

6. That the minor son, namely, Harsh Chauhan, is in the care and custody of first party Madan Lal. Therefore it is agreed that the custody of minor son remain with the first party.

7. That both the parties agreed that the second party will have visiting rights. The mother can, visit the son occasionally with prior information.

7. That this agreement for mutual divorce is executed with the free will and free consent of both parties, without any coercion, undue influence or pressure, in any manner whatsoever.

8. That both the parties hereby agree that this compromise/settlement deed is irrevocable and unquestionable and under take that this compromise/settlement deed would inter alia be legal."

6. In compliance to the terms of the aforesaid compromise, the petitioner has handed over an amount of Rs. 1,50,000/- in cash and a Demand Draft of Rs. 1,50,000/- to the respondent-Saroj Kumari, which is duly acknowledged and received by her.

7. Since, the main condition of the compromise regarding payment of Rs. 3,00,000/- towards the full and final settlement amount, for any kind of past or future claim of the respondent's of maintenance has been complied with, therefore, the present petition is disposed of as having been settled.

8. The parties are free to move to a competent Court of justice for annulment of their marriage by a mutual consent, which application, if moved promptly, shall be disposed of by the competent Court by granting a decree of divorce. The concerned Court may also look into the desirability of waiving off the cooling period.

9. It is further made clear that both the parties shall be bound by the other terms of the compromise and non-adherence to the same shall make the parties violating the term of the compromise liable for being prosecuted and punished for contempt of the orders of this Court, apart from any other action, which may be taken against the parties in accordance with law.

10. The petition stands disposed of in the aforesaid terms, so also pending applications, if any.

(Tarlok Singh Chauhan)
Judge

(Sushil Kukreja)
Judge

7th July, 2025
(sanjeev)