

IN THE SUPREME COURT OF INDIA  
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO(s). 4148 OF 2006

HAR BHAGWAN

Appellant (s)

VERSUS

RADHA RANI

Respondent(s)

O R D E R

This appeal is directed against judgment dated 17.7.2004 of the learned Single Judge of the Punjab and Haryana High Court whereby he allowed the appeal filed by the respondent against the decree of divorce passed by the trial Court and dismissed the petition filed by the respondent.

We have heard learned counsel for the parties and perused the record.

After the arguments were heard for some time, learned counsel for the parties made a statement that their clients, who are present in the Court, have agreed for amicable resolution of their disputes. The learned counsel also filed compromise agreement dated 29.9.2010, which has been duly signed by both the parties. On a query made by the Court, both the parties stated that they have signed the compromise agreement out of their free will and without any coercion.

The relevant terms of the compromise are extracted

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below:

"1) That above-said matter came up for hearing in this Hon'ble Court and pursuant to the suggestion of this Hon'ble Court, the parties arrived at the following settlement without any coercion. The terms of the settlement deed are as follows:

a. The Petitioner would pay Rs.3000 per month starting from 01.10.2010 to the Respondent, Radha Rani and the same would be deducted from his salary every month and deposited in the bank account of the respondent, Radha Rani; No.0053000100369951 with Punjab National Bank situated at Loharu road, Bhiwani; during the life-time of the

respondent.

b. The petitioner further agrees to pay the above-mentioned Rs.3000 per month even after his retirement and the same would be deducted from his pension.

c. The petitioner or the respondent would not interfere in any manner in each other's peaceful living.

2) That the above-stated agreement is irrevocable except under the circumstance of her entering into second marriage, whereupon the petitioner would not be under the legal liability to pay the amount of Rs.3000 every month.

3) That the above-said payment clause a and b would be full and final settlement arising out of the matrimonial dispute.

4) That the parties state that neither would file any claim/litigation against each other and anyone else arising out of the

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matrimonial relationship.

5) That the settlement postulated herein constitutes full and final settlement regarding the payment of permanent alimony between the parties."

The compromise agreement is taken on record.

Keeping in view the fact that the parties have amicably settled the matter, the appeal is allowed. The impugned judgment is set aside and the one passed by the trial Court granting decree of divorce in favour of the appellant is restored. The party shall bear their own costs.

.....J.  
(G.S. SINGHVI)

.....J.  
(ASOK KUMAR GANGULY)

NEW DELHI,  
SEPTEMBER 29, 2010.

S U P R E M E C O U R T O F I N D I A  
RECORD OF PROCEEDINGS

CIVIL APPEAL NO(s). 4148 OF 2006

HAR BHAGWAN

Appellant (s)

VERSUS

RADHA RANI

Respondent(s)

[For further arguments]

Date: 29/09/2010 This Appeal was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE G.S. SINGHVI  
HON'BLE MR. JUSTICE ASOK KUMAR GANGULY

For Appellant(s) Mr. Pradeep Ranjan Tiwary, Adv.  
Mr. Sukumar, Adv.  
Mr. Praffula Ranjan Tiwary, Adv.

For Respondent(s) Ms. Avneet Toor, Adv.  
Mr D.P. Singh, Adv.

UPON hearing counsel the Court made the following

O R D E R

After the arguments were heard for some time, learned counsel for the parties made a statement that their clients, who are present in the Court, have agreed for amicable resolution of their disputes. The learned counsel also filed compromise agreement dated 29.9.2010, which has been duly signed by both the parties. On a query made by the Court, both the parties stated that they have signed the compromise

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agreement out of their free will and without any coercion.

The compromise agreement is taken on record.

Keeping in view the fact that the parties have amicably settled the matter, the appeal is allowed, in terms of signed order. The impugned judgment is set aside and the one passed by the trial Court granting decree of divorce in favour of the appellant is restored. The party shall bear their own costs.

(A.D. Sharma) (Phoolan Wati Arora)  
Court Master Court Master  
(Signed Order is placed on the file)