

ITEM NO.1

COURT NO.10

SECTION XIV

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

Petition(s) for Special Leave to Appeal (Civil) No(s).7012/2007

(From the judgement and order dated 28/12/2006 in  
of The HIGH COURT OF H.P AT SHIMLA)

FAO No. 333/2005

LEELA DEVI

Petitioner(s)

VERSUS

MOHAN SINGH

Respondent(s)

(With prayer for interim relief and office report )  
(For Final Disposal)

Date: 14/07/2011 This Petition was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE G.S. SINGHVI  
HON'BLE MR. JUSTICE H.L. DATTU

For Petitioner(s) Mr.Himinder Lal,Adv.

For Respondent(s) Mr. Rajesh Gupta, Adv.  
Mr. Harpreet Singh, Adv.  
For K.J. John & Co.,A.O.R.

UPON hearing counsel the Court made the following

O R D E R

This petition is directed against judgment dated 28.12.2006 of the Himachal Pradesh High Court whereby the appeal preferred by the respondent against dismissal of his petition for grant of divorce was allowed.

In furtherance of orders dated 6.8.2010 and 27.9.2010, the parties appeared before the Mediation Centre attached to the Himachal Pradesh High Court. report based on the mediation has been sent to this Court. We have perused the report and are satisfied that the parties have amicably settled their dispute.

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Paragraph 'F' of the settlement arrived at between the parties, which contains the terms of settlement, reads as under:

"Whereas, during the pendency of the SLP. The parties had expressed their willingness to settle their disputes amicably and consequently, the matter was referred to mediation vide order dated 6.8.2010, passed by the Hon'ble Supreme Court of India. The parties have voluntarily arrived at a solution, resolving their disputes and differences amicably. The terms of the settlement are as under:-

- i) Both husband Sh. Mohan Singh and wife Smt. Leela Devi have agreed for obtaining divorce by way of mutual consent.

ii) It has been agreed between the parties that the husband will provide maintenance to the daughter Kiran till her marriage in the following manner:-

a) Sh. Mohan Singh has agreed to provide maintenance of Rs.1500/- per month to daughter Kiran by depositing the amount by 10th of every month in her bank account till her marriage w.e.f. the disposal of S.L.P.

b) Apart from maintenance of Rs.1500/- per month, the father has agreed to provide books and other stationaries and two sets of school dresses including shoes etc. at the time of admission of the daughter in 10+2 class within 10 days of her admission.

c) During her further studies of graduation, the father has agreed to pay her Rs.5000/-, 6000/- and 7000/- respectively during the three years for her cloths, books and other miscellaneous expenses in addition to the maintenance of Rs.1500/- per month.

d) The father has agreed for giving further higher education to the daughter in accordance with his financial position.

iii) It has been agreed between the parties that the father will have the rights to visit to his daughter at the

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place of her studies and the daughter Kiran has agreed to have visits to her father at his home, as and when she wishes to do so and both will develop cordial relation.

iv) It has been agreed between the parties that the father Mohan Singh will solemnize the marriage of his daughter Kiran at his home at village Kalahi, P.O. Malothi, Tehsil and District Shimla and will bear the entire expenses of marriage, if solemnized at the wish of the father. It has also been agreed that in the event of solemnizing the marriage by the daughter at her maternal grant father's house, the father Sh. Mohan Singh will provide an amount of Rs.25,000/- only towards her marriage.

v) It has been agreed between the parties that after the settlement, no claim of any alimony/maintenance, past, present and future would be left to either of the parties or their family members relatives or any other persons associated with them.

vi) Both the parties have agreed that no case/complaint or representation filed by them against each other apart from the once mentioned here-in-above.

vii) Both the parties are executing the present settlement agreement out of their won free will, after having understood the terms of the present agreement with full consent without any

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force, fear or coercion and influence."

In view of the fact that the parties have amicably resolved their disputes, the special leave petition is disposed of as infructuous.

It is needless to say that the parties shall

be bound by the terms of the settlement.

(A.D. Sharma)  
Court Master

(Phoolan Wati Arora)  
Court Master