

IN THE SUPREME COURT OF INDIA  
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO(S). 1591 OF 2008

PARAMJIT SINGH  
Appellant(s)

App

VERSUS

AMARJIT KAUR  
Respondent(s)

Res

WITH

CIVIL APPEAL NO(S). 1590 OF 2008

O R D E R

A joint application has been filed by the parties invoking

the jurisdiction of this Court under Article 142  
of the Constitution of India, and praying that, in view  
of the settlement between the parties, decree of dissolution  
of marriage between them be passed. The parties were married

on 08th February, 1987 and from the wedlock a son, namely Harkirat  
Singh was born on 28th May, 1988 who has become major.  
It is

also not in dispute that the parties are living separately  
since 27th August, 1988 i.e. for almost 26 years. The  
Terms of

Settlement are as follows:

has "(i) That the appellant-Paramjit Singh  
agreed to pay a one time settlement amount of  
Rs. 15 lacs (Rupees Fifteen Lacs only) to the

Signature Not Verified

Digitally signed by  
Usha Rani Bhardwaj

respondent-Amarjit Kaur. On receipt of  
the  
Date: 2014.10.17  
16:02:09 IST  
Reason:

the aforesaid amount, all her claims against  
appellant pertaining to stridhan, gifts,  
belongings, permanent alimony, med

reimbursement (Outstanding amount spent on her treatment of cancer) and all marriage expenses incurred by Amarjit Kaur and/or by her parents shall stand satisfied.

(ii) That the appellant shall pay the aforesaid amount of Rs.15 Lacs (Rupees Fifteen Lacs only) to the respondent vide demand drafts.

said purpose, the appellant has prepared For the following Demand drafts of Rs.15,00,000/- the in favour of the respondent, details whereof are as under:

S.No.	Date	Amount(Rs.)	DD No.	Drawn on
1.	07.10.2014	4,00,000/-	017344	Bank of India (Jaridih Bazar)
2.	08.10.2014	4,00,000/-	761731	Bank of India (Saketpuri)
3.	09.10.2014	7,00,000/-	761752	Bank of India (Saketpuri)
	Total	15,00,000/-		

Out of settled amount of Rs.15,00,000/- the appellant has paid Rs.7,00,000/- to the respondent today i.e. 13.10.2014 vide the demand draft no. 761752 dated 09.10.2014 drawn on Bank of India, Saketpuri Branch (mentioned at serial No. 3 above).

With regard to remaining amount of Rs.8,00,000/-, the appellant has submitted the drafts (mentioned at Serial No. 1 and 2 above) to his counsel, who has ensured to handover the same to the Respondent in this Hon'ble Court at the time of hearing. Photocopies of the said drafts are annexed herewith as ANNEXURE A-1/1 (COLLY)

If for any reason, validity of the said draft(s) expires the applicant shall ensure to get them revalidated and handover the revalidated

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drafts to the respondent.

(iii) The parties have agreed not to pursue their respective appeals pending before this Hon'ble Court and they pray before this Hon'ble Court for their disposal in the light of this settlement.

(iv) That since the parties herein have voluntarily entered into the settlement and have mutually agreed to obtain the divorce, the allegations, if any, by either of the parties against each other in any manner whatsoever would be deemed to be unequivocally withdrawn. The parties shall withdraw the case(s) if any filed by them against each other or their family members.

(v) That in view of aforesaid settlement and on receipt of Rs.15 lacs by the respondent-wife, the parties herein shall be left with no claim of any nature against each other."



Mr. R.S. Suri, Sr. Adv.  
Ms. Kiran Bhardwaj, Adv.

For Respondent(s)

Mr. R.S. Suri, Sr. Adv.  
Ms. Kiran Bhardwaj, Adv.

UPON hearing the counsel the Court made the following  
O R D E R

Both the appeals are disposed of in terms of the  
compromise.

All the Interlocutory Applications shall also stand  
disposed of.

(NEELAM GULATI)  
COURT MASTER

(SAROJ SAINI)  
COURT MASTER

(Signed order is placed on the file)