

**RAMAWATAR JOSHI VS. PRIYANKA JOSHI & ANR.
(S.B.CIVIL WRIT PETITION NO.9926/14)**

Dated: 6.4.15.

HON'BLE MR.JUSTICE SANGEET LODHA

Mr.Anil Kaushik, for the petitioner.
Dr.Shailendra Kala, for the respondents.

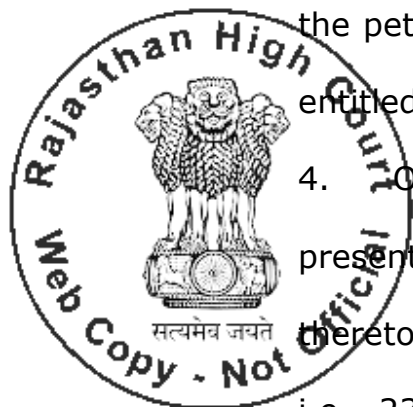


1. By way of this writ petition, the petitioner has questioned legality of order dated 5.11.14 passed by the Judge, Family Court No.1, Jodhpur, whereby the petitioner has been directed to pay maintenance to his daughter-in-law and grand son, the first and second respondent herein, a sum of Rs.5,000/- and Rs.2,000/- per month respectively, under the provisions of Hindu Adoption and Maintenance Act, 1956 (for short "the Act").

2. Precisely, the case of the petitioner is that as per sub-section (2) of Section 19 of the Act, the obligation under sub-section (1) cannot be enforced against the father-in-law of a Hindu wife if he has not the means to do so from any coparcenary property in his possession out of which the daughter-in-law has not obtained any share. It is submitted that there is no coparcenary property in possession of the petitioner and therefore, the obligation in terms of sub-section (1) of Section 19 cannot be enforced against him.

3. In the reply to the writ petition filed, it is not the case of

the first respondent that the petitioner is in possession of any coparcenary property, however, it is stated that an amount of Rs.16,00,000/- received as Life Insurance claim on account of death of the husband of the first respondent has been kept by the petitioner herein whereas, as per the law, the legal heirs are entitled for their share in the amount of insurance received.



4. On 18.3.15, this court directed the parties to remain present before the court on the next date of hearing. Pursuant thereto, the parties appeared before the court on the next date i.e. 23.3.15 and submitted that they have entered into compromise. Learned counsels appearing for the parties sought three days time to place the terms of compromise reduced in writing and signed by the parties, on record.

5. The compromise arrived at between the parties reduced in writing duly signed by both the parties and their counsels was placed on record before this court on 27.3.15, which stands duly verified and attested by the Deputy Registrar (Judicial), as directed by this court.

6. The terms of the compromise arrived at between the parties read as under:

"1. That the Petitioner and his wife Satyabhama Joshi have agreed to pay a sum of Rs.10,67,000/- i.e. Rupees Ten Lakhs and sixty seven thousand which is $\frac{2}{3}$ rd of the sum total of the life insurance of the respondent No.1's late

husband. The money would be transferred via A/c payee cheque of Axis Bank, Cheque No.121588 and 121589 amounting to sum of Rs.5,33,500 i.e. Rupees Five lakhs thirty three thousand and five hundred/- each (Total amount of Rs.10,67,000). The cheques would be payable to Priyanka Sharma (Respondent No.1) and Ishaan Sharma (Maan Joshi) S/o Late Amit Joshi & Priyanka Sharma, respectively.

2. That the litigation proceedings pending between the petitioner and the respondents in the Family Court, Jodhpur are as follows:

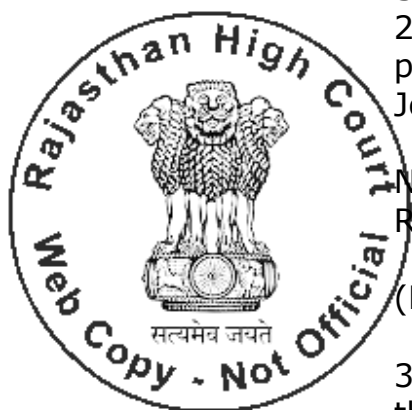
(a) Civil Original Case No.383/13 along with C.M. No.14/13 in Priyanka Sharma v. Satyabhama and Ramawatar (Next date fixed : 19.05.2015)

(b) Civil Original Case No.9/13 in Priyanka v. Ramawatar (Next date fixed:11.05.2015)

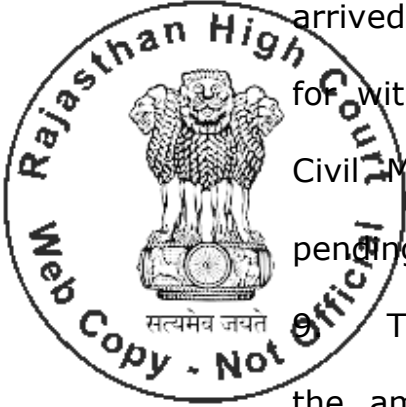
3. That on receiving the said amount of Rs.10,67,000, the respondents have agreed to withdraw all the pending litigation proceedings as mentioned in Para 2 of this Compromise Deed. That both the respondents i.e. Priyanka Sharma (Joshi) and her son (Minor) Ishaan Sharma (Maan Joshi) also agree to waive off their right to claim any maintenance or any other sum in future from the petitioner and his wife Smt. Satyabhama Joshi. Hence after, any of the Respondents shall not claim any right/share in the properties of the petitioner and/or his wife, or joint property. Respondent No:1 shall fully responsible to maintain and lookafter the welfare of the Respondent No.2.

4. That this compromise deed has been arrived at with free consent of both the parties."

7. As per compromise arrived at, two Cheques being No.121588 and 121589 for Rs.5,33,500/- each, were handed over by the petitioner to the first respondent. Accordingly, this court directed the first respondent to deposit both the cheques in the bank accounts; one in her own name and another in the name of her minor son, second respondent-Maan Joshi.



8. Learned counsel appearing for the respondents submitted that both the cheques have been encashed and the amount stands credited to Saving Bank Accounts of the respondents. Learned counsel submitted that as per the terms of compromise arrived at, the respondents shall make an appropriate application for withdrawal of the Civil Original Case No.383/13 alongwith Civil Misc. Case No.14/13 and Civil Original Case No.9/13, pending before the Family Court, Jodhpur.



The first respondent, present in person, undertakes that the amount of Rs.5,33,500/- deposited in the Saving Bank Account of her minor son shall be kept in Fixed Deposit till he attains the age of majority, however, the interest to be accrued on the deposit, shall be withdrawn quarterly, if necessary.

10. The proposal made by the first respondent in the interest of her minor son, appears to be reasonable.

11. In view of the compromise arrived at between the parties as aforesaid, the order impugned passed by the Family Court, directing the petitioner to pay the maintenance to the respondents, deserves to be set aside.

12. Accordingly, the order impugned dated 5.11.14 passed by the Family Court in Case No.9/13 is set aside. The writ petition stands disposed of in terms of the compromise arrived at

between the parties placed on record. Needless to say that adhering to the terms of the compromise, the respondents shall make appropriate applications for withdrawal of Case No. Civil Original Case No.383/13 alongwith Civil Misc. Case No.14/13 and Civil Original Case No.9/13, pending before the Family Court, Jodhpur, which shall be disposed of by the Family Court, in accordance with law. The first respondent shall abide by the undertaking given before this court regarding the amount of Rs.5,33,500/- being kept in Fixed Deposit in the name of his minor son, the second respondent-Maan Joshi, till he attains the age of majority. No order as to costs.



(SANGEET LODHA),J.