

245                    **IN THE PUNJAB AND HARYANA HIGH COURT  
AT CHANDIGARH**

FAO-2512-2025 (O&M)  
Date of decision: :29.08.2025

Rajdeep Kaur through attorney Karanjot Bhargal                    .... Appellant

versus

Amarjit and another                    .... Respondents

**CORAM: HON'BLE MR. JUSTICE MAHABIR SINGH SINDHU  
HON'BLE MRS. JUSTICE RAMESH KUMARI**

Present: Mr. Bhupinder Banga, Advocate  
for the appellant.

Ms. Sonia G. Singh, Advocate  
for respondent No.1

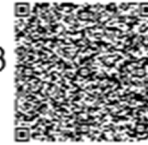
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**Mahabir Singh Sindhu, J.**

Present appeal has been preferred by petitioner-wife against the order dated 02.12.2024 passed by learned Principal Judge, Family Court, Shaheed Bhagat Singh Nagar whereby petition under Section 7 read with Section 25 of the Guardian and Wards Act, 1890 for declaring appellant as lawful guardian of minor daughter S.K., was dismissed.

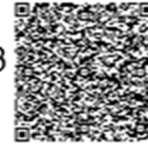
2. Today, during the course of hearing, learned counsel for parties jointly submitted that matter has been amicably settled before the Mediation and Conciliation of this Court and report dated 18.08.2025 in this regard has also been received from the Mediator. For reference, the operative part of aforesaid report reads as under:

*“9. The following settlement regarding custody of daughter namely S.K. (Aadhar card No.xxxx xxxx 8117) has been arrived between the parties here to-*



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- i. *That the parties have agreed, that custody of minor daughter shall remain with the First Party namely Rajdeep Kaur (Mother), in view of the welfare and best interest of the child.*
- ii. *The First Party shall be responsible for the upbringing, education, healthcare, and overall welfare of the child.*
- iii. *Second Party (Father)-Amarjit will have the visiting rights to meet her daughter.*
- iv. *Both the parties have agreed to co-operate in scheduling visitation rights in a manner that does not disrupt the child's academic and extracurricular activities.*
- v. *The Second Party shall have the right to remain in touch with the child through phone calls, video calls, messages, and emails on a regular basis, such communication shall be permitted on Sundays between 16:30 to 18:30 IST, or at other mutually convenient times, provided it does not interfere with the child's routine. Phone number for the said purpose as provided by the First Party is to the second party is +91 xxxxx x3090. If in future there is any change in the phone number, the same shall be provided to the Second Party by the First Party. Second Party if desires can send greeting/gifts to her daughter on festivals or on special occasions at 82 Harrowden Road Bedford, United Kingdom, MK42 0SP as provided by the First Party, If in future there is any change in the address the same will be provided to the Second Party by the First Party.*
- vi. *Both parties agree to maintain mutual respect and refrain from speaking negatively about each other in the presence of the child, Further both parties shall not use the child to convey messages or for any litigation purposes.*
- vii. *If the First Party along with the daughter or the Daughter Visits India, second Party has a right to meet the daughter at a mutually agreed place and the daughter during her visit will meet her father at a mutually agreed scheduled time. First party will have no objection to the same.*
- viii. *If the Second Party Visits United Kingdom he can meet daughter at mutually convenient place & time.*
- ix. *This settlement is only with regard to the custody of daughter once the daughter S. K. attains the age of majority, shall be free to make her own decisions regarding living arrangements or otherwise.*



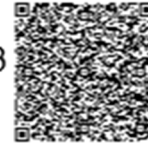
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- x. *It has been further mutually agreed by both the parties that if any complaint/case is pending before any competent court of law/authority, regarding the custody of the child which is not in the knowledge of either of the parties or has escaped their attention shall also be withdrawn by them.*
- xi. *The parties further undertake not to initiate or institute any unwanted litigation against each other and their family as far as the custody of daughter is concerned. The parties further undertake not to use any document etc. against each other which have been left in their possession after this date of settlement/agreement.*
- xii. *This settlement/agreement with regard to custody of daughter has been reached between the parties without any pressure and all the parties have very happily agreed to abide by the terms and conditions of the settlement/agreement. All the parties shall be bound with the terms and conditions of this settlement/agreement.*
- xiii. *It has been further agreed between the parties that they will not wriggle out of the present settlement/agreement and defaulting party would be free to file contempt proceedings.*
- xiv. *It has been further decided between the parties that in case of necessity, both the parties shall be free to present the copy of the above settlement/agreement before any Authority or Court if the same is required to witness the execution of the settlement/agreement or to settle any pending controversy between the parties.”*

Perusal of the above extract clearly reveals that matter has been amicably settled between the parties and as on today, no grievance is left between them.

3. Even before this Court, both sides are *ad idem* that there is no dispute pending *inter se* between them as on today.

4. In view of above, present appeal is disposed off in terms of the aforesaid settlement.



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5. Needless to say, that parties shall remain bound by their stand as well as terms and conditions noticed hereinabove. In case, there is breach/failure, legal consequences shall follow.

Pending application(s), if any, shall also stand disposed off.

**(MAHABIR SINGH SINDHU)**  
**JUDGE**

29.08.2025  
sonia/Harish Kumar

**(RAMESH KUMARI)**  
**JUDGE**

Whether speaking/reasoned?  
Whether reportable?

Yes/No  
Yes/No