

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

FAO No.5600 of 2015
Date of Order: 21.10.2015

Anuj Jain

..Appellant

Versus

Namrata Agrawal

..Respondent

CORAM: HON'BLE MR. JUSTICE RAJIVE BHALLA
HON'BLE MS. JUSTICE REKHA MITTAL

Present: Mr. Sudhir Mendhiratta, Advocate,
for the appellant.

Ms. Namrata Agrawal, respondent in person,
along with her father Mr. Ashok Agrawal.

RAJIVE BHALLA, J (Oral)

The appellant, who is present in person with his counsel and the respondent, who is present in person with her father Sh. Ashok Agrawal, state that they have resolved their differences and decided to part ways but prays that their separate statements may be recorded, so as to prevent any further dispute.

We have heard counsel for the appellant, interacted with the appellant and the respondent, who are present in Court and as parties have agreed to settle their dispute, direct parties to record their statements setting out the terms and conditions of the settlement. The separate statements of the parties have been recorded, which are mark "A" and "B", respectively.

The dispute in the present case relates to an order

granting maintenance to the respondent but parties have decided to resolve their entire matrimonial dispute. The statement made by Anuj Jain, reads as follows:-

“STATEMENT OF ANUJ JAIN SON OF SHRI RAKESH JAIN, RESIDENT OF C-315B, FIRST FLOOR, SUSHANT LOK, PHASE-I, GURGAON.

I was married to Namrata Agarwal, daughter of Shri Ashok Kumar Agarwal, on 17.02.2012. A child, namely, Sarthak Jain, was born to us on 11.04.2013, and is now in the custody and guardianship of my wife Smt. Namrata Agarwal.

On account of certain matrimonial differences, litigation is pending in the Courts at Delhi and a complaint is pending in the Crime Against Women Cell, Delhi. The appeal in the present case arises from a petition filed under Section 9 of the Hindu Marriage Act, 1955 (hereinafter referred to as 'the Act'), which I have withdrawn.

We have agreed on account of our irreconcilable matrimonial differences that it is not possible for us to live together as husband and wife. We shall file a petition under Section 13-B of the Act, at Gurgaon, within one month from today.

I shall pay a total amount of Rs.17,00,000/- (Seventeen Lacs) for the maintenance and all claims, rights of our minor child, Sarthak Jain, for which I may be allowed to withdraw Rs.4,83,500/-, along with interest as existing on date from A/c No.6144296319, Indian Bank (R.D. A/c), Sushant Lok Branch, Phase-I, Gurgaon, Haryana, for preparing a fixed deposit in the name of the minor through the Guardianship and custody of Namrata Agarwal. I shall hand over this amount to Namrata

Agarwal at the time of first motion hearing.

I have no objection to the withdrawal of the petition, filed by Namrata Agarwal, under the Domestic Violence Act and the vacation of the stay order, whereby I have been restrained from dealing with the aforesaid amount.

I shall pay half the amount of Rs.17,00,000/- which shall include the amount to be withdrawn from A/c No.6144296319, Indian Bank (R.D. A/c), Sushant Lok Branch, Phase-I, Gurgaon, Haryana, which is in the name of the minor.

I shall withdraw any applications, petitions, appeals, revisions etc., that I or my family members may have filed against Namrata Agarwal or her family members and shall not initiate any proceedings against Namrata Agarwal or her family members in any forum whatsoever, arising from our matrimonial dispute.

I acknowledge and affirm that the custody and guardianship of the minor Sarthak Jain shall remain in the custody and guardianship of Namrata Agarwal.

I shall have no claim to the guardianship and or custody of the minor, at any time whatsoever. I forego visitation rights with respect to the minor child Sarthak Jain. The remaining amount to complete the amount of Rs.17,00,000/- shall be paid at the stage of second motion.”

The statement made by Namrata Agrawal, reads as follows:-

STATEMENT OF NAMRATA AGARWAL WIFE OF ANUJ JAIN, DAUGHTER OF SHRI ASHOK KUMAR AGARWAL, RESIDENT OF HOUSE NO.1047, IFFCO COLONY, SECTOR 17B, GURGAON.

I was married to Anuj Jain, on 17.02.2012. A child, namely, Sarthak Jain, was born to us on 11.04.2013, and is in my custody. On account of certain matrimonial differences, litigation is pending at Courts in Gurgaon, by Anuj Jain, which he has now withdrawn.

The appeal in the present case arises from a petition filed under Section 9 of the Hindu Marriage Act, 1955 (hereinafter referred to as 'the Act'), which has been withdrawn by Anuj Jain. We have agreed on account of our irreconcilable matrimonial differences that it is not possible for us to live together as husband and wife.

We shall file a petition under Section 13-B of the Act, at Gurgaon, within one month from today.

After receipt of the amount of Rs.17,00,000/- (Seventeen Lacs), I shall have no right, to claim maintenance, past, present, future or permanent alimony from Anuj Jain or any amount with respect to the minor.

I shall not claim any right, with respect to any jewellery, movable property, istridhan etc. that may or may not have been lying with Anuj Jain and his family members.

I shall withdraw the complaint/petition filed under the Domestic Violence Act, which is pending at Delhi, on the next date of hearing.

I have no objection, if Anuj Jain uses the amount lying in A/c No.6144296319, Indian Bank (R.D. A/c), Sushant Lok Branch, Phase-I, Gurgaon, Haryana, which is in the name of the minor, for payment of the amount of Rs.17,00,000/- as agreed between the parties.

I shall make statements at first and second motion, and have no objection if our marriage is dissolved by grant of a decree of divorce by mutual consent.

I shall not initiate any proceedings against Anuj Jain or his family members, in any forum whatsoever, arising from our matrimonial dispute.

I shall withdraw any applications, petitions, appeals, revisions etc., that I or my family members may have filed against Anuj Jain or his family members.

A perusal of the statements reveals that parties have decided that as it is not possible for them to live together as husband and wife, they would approach a competent court for dissolution of their marriage by filing a petition under Section 13-B of the Act.

In view of statements made by parties, and the original petition, filed under Section 9 of the Hindu Marriage Act, 1955 (hereinafter referred to as 'the Act') having been withdrawn, the present petition has even otherwise been rendered infructuous, however, with a few caveats as discernible from the separate statements of parties.

The parties have agreed that they shall file a petition under Section 13-B of the Act, at Gurgaon, within one month from today. Anuj Jain shall pay Rs.17,00,000/- in terms and in the manner recorded in his statement of even date. The petition, filed under the Domestic Violence Act shall be withdrawn by the respondent in terms of the statements of the parties. Namrata Agrawal shall have no objection if Anuj Jain uses the amount lying in A/c

No.6144296319, Indian Bank (R.D.A/c), Sushant Lok Branch, Phase-1, Gurgaon, Haryana, for paying the amount of Rs.17,00,000/-. The custody of the minor shall remain with Namrata Agrawal, in terms recorded in the statement made by Anuj Jain.

After receipt of Rs.17,00,000/-, neither Namrata Agrawal nor Anuj Jain shall have any claim regarding maintenance etc. as recorded in the statement made by Namrata Agrawal. Namrata Agrawal shall be bound by her statement with respect to jewellery, movable property, istridhan etc..

Parties are directed to appear in the office of Secretary, Legal Services Authority, Gurgaon, on 18.11.2015, at 11.00 AM. The Secretary, Legal Services Authority, Gurgaon, shall assist the parties in preparing the petition, under Section 13-B of the Hindu Marriage Act, 1955.

Any petition, suit, appeal or revision etc., that is withdrawn or dismissed pursuant to the present compromise, shall be revived in case the present compromise does not reach fruition.

The respondent shall not refund any amount already received by her under the order of maintenance and this amount shall not be adjusted in Rs.17,00,000/-, to be paid by the appellant. Parties shall remain bound by their statements.

The appeal stands disposed of accordingly.

(RAJIVE BHALLA)
JUDGE

October 21, 2015
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(REKHA MITTAL)
JUDGE