

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

126

CRM-2504-2020 in/and
CRM-M-38368-2016(O&M)

Date of Decision:24.01.2020

Rajiv Goyal and another

.....Petitioners

Versus

State of Punjab and another

.....Respondents

CORAM: HON'BLE MR.JUSTICE HARI PAL VERMA.

Present: Mr. Mahesh Kumar, Advocate for
Mr. Deepak Aggarwal, Advocate,
for the applicant-petitioners.

Mr. Hittan Nehra, Addl. A.G. Punjab.

Mr. Ishan Gupta, Advocate,
for respondent No.2.

HARI PAL VERMA, J.(Oral)

CRM-2504-2020

Prayer in this application filed under Section 482 Cr.P.C. is for preponing the date of hearing of the main case and for grant of permission to withdraw the present petition as the matter has been compromised between the parties.

In view of the averments made in the application, same is allowed and the main case which is otherwise fixed for 24.02.2020 is preponed and taken up for hearing on board today itself. Compromise dated 17.12.2019(Annexure A-1) is taken on record.

CRM-M-38368-2016

Learned counsel for the petitioners refers to the statements of

the parties recorded in petition filed by them under Section 13-B of the Hindu Marriage Act and while giving specific reference to the statement of complainant-respondent No.2-Nancy Garg dated 17.12.2019 submits that the matter has been compromised between the parties.

Statement of complainant-respondent No.2-Nancy Garg, reads as under:-

“Stated that my marriage was solemnized on 03.12.2014 according to Hindu Rites & ceremonies with petitioner No.2 namely Mohit Goyal. Due to temperamental issues and thinking of differences arisen between us after marriage, we could not adjust with each other and since August, 2015, we are living separately. No child was born out of this wedlock.

Matter has been compromised between me & petitioner No.2. As per compromise I will receive Rs.20,00,000/- (20 Lakh) from petitioner No.2 as my past, present & future maintenance/permanent alimony and out of which today I have received Rs.10 lac vide cheque No.589562 dated 16.12.2019 of Rs.4,50,000/- drawn on SBI, Sangrur and another cheque No.849988 dated 16.12.2019 of Rs.5,50,000/- drawn at PNB, Sangrur as half payment of compromise amount from petitioner No.2. All the dowry articles received by me from petitioner No.2. I will receive remaining amount of Rs.10 lac from petitioner No.2 at second motion statement. If I fail to suffer second motion statement then I am bound to returned the received amount. I will bound to give statement for quashing of FIR bearing No.15 dated 15.01.2016 u/s 498/406 IPC and withdraw complaint under DV Act as mentioned in the petition against petitioner No.2 and his family members and petitioner No.2 bound to quash the FIR No.121 dated 16.08.2017 registered at PS Sadar Sangrur and withdraw the case filed against my father Lakhpat Rai. It is also agreed the we both the parties will withdraw the pending litigation filed by us against each other. Car No.PB-13-AL-6004 which is in my

possession will be transferred in my name from father of petitioner No.2 before second motion statement. All the clothes etc. will be returned to me by petitioner No.2 before second motion statement.

I have given the statement without any inducement, threat or promise. I have given the statement in this Hon'ble court with my free will.”

Since the matter has been compromised between the parties vide compromise dated 17.12.2019(Annexure A-1), which is not being disputed by learned counsel for respondent No.2, learned counsel for the petitioners is permitted to withdraw the present petition.

Dismissed as withdrawn.

January 24, 2020
seema

(HARI PAL VERMA)
JUDGE

Whether speaking/reasoned: Yes/No

Whether Reportable: Yes/No