

**#34**

**\* IN THE HIGH COURT OF DELHI AT NEW DELHI**

**Date of decision: 19<sup>th</sup> October, 2015**

**+ BAIL APPLICATION 1401/2015**  
**Crl. MA No. 10106/2015 (Exemption)**

**RAVI GROVER**

**..... Petitioner**

**Through**

**Mr. Surinder Singh, Advocate**

**versus**

**STATE**

**..... Respondent**

**Through**

**Mr. Rajat Katyal, APP for the State**  
**SI Laxmi Narayan, P.S. K.N. Katju Marg**  
**Mr. S.S. Chugh, Advocate for the**  
**complainant along with complainant and**  
**father of the complainant**

**CORAM:**

**HON'BLE MR JUSTICE SIDDHARTH MRIDUL**

**SIDDHARTH MRIDUL, J (ORAL)**

1. The present is an application under Section 438 of the Code of Criminal Procedure, 1973 seeking grant of pre-arrest bail in FIR No. 178/2015 under Sections 498A/406/34 IPC and Section 4 of the Dowry Prohibition Act, 1961 registered at Police Station- K.N. Katju Marg, Outer District, Delhi.

2. Briefly encapsulated the facts are that the applicant (husband) and the complainant (wife) were married according to Hindu rites and customs on 20<sup>th</sup> June, 2014 at Delhi. However, no child was born out of the said wedlock. Due to ideological and temperamental differences, they separated from each other and started living separately since 9<sup>th</sup> July, 2014. On a complaint instituted by the complainant (wife), the subject FIR was registered against the applicant and his family members.

3. The complainant (wife) is present in Court today along with her father and she has been duly identified by the Investigating Officer in the subject FIR namely SI Laxmi Narayan, Police Station- K.N. Katju Marg, Delhi.

4. Learned counsel for the parties state that the complainant (wife) as well as the applicant (husband) have arrived at an amicable resolution of their outstanding marital disputes during the pendency of the present bail application.

5. The terms and conditions of the settlement arrived at are encapsulated in the Compromise cum Settlement Deed dated 15<sup>th</sup> October, 2015 entered into by and between the parties to the union. The salient terms and conditions of the aforesaid Compromise cum Settlement Deed dated 15<sup>th</sup> October, 2015 are as under:-

“1. That both the parties have amicably agreed to dissolve their marriage by mutual consent as provided under Hindu Marriage Act, 1955.

2. That it has further been agreed that both the parties shall withdraw their respective complaints, petition filed before the police authorities and court of law and no party shall have any right to file any claim, complaint or petition against each other party in future before any court of law or any authority whatsoever and the first party assure the second party that one FIR bearing no. 42/2015 U/S 354A/506 at PS- South Rohini, District Outer, registered against the Jija of second party on the complaint of the sister of first party shall be compounded by the sister of first party before the trial court/High Court, after the statement of the first motion is recorded between both the parties.

3. That it has also been agreed no party shall interfere in the personal as well as professional life of each other party in future.

4. That second party has settled all her claims of dowry/stridhan, past, present, future maintenance, permanent alimony, expenses incurred on the marriage by the parents of the second party with first party for Rs. 7,25,000/- which will be paid on the following terms:-

a) The first installment of Rs. 1,00,000/- (Rupees One Lakh only) will be paid by the First Party to the Second Party at the time of granting of bail before the Court of Hon'ble Justice Siddharth Mridul on 19-10-2015.

b) The second installment of Rs. 2,00,000/- (Rupees Two Lakhs only) will be paid by the First Party to the Second Party at the time of recording of the first motion. It is also undertaken by the second party that the case U/S 125 filed by the Second Party against First Party pending before the Court of Ms. Seema Maini, shall be withdrawn by the second party.

After the quashing of FIR No. 42/2015 and a complaint case U/S 12 of the D.V. Act filed by the second party against first party and his family members pending before the court of Ms. Richa Manchanda, shall be withdrawn by the second party on or also after the second motion.

c) The third installment of Rs. 2,00,000/- (Rupees Two Lakhs only) will be paid by the First Party to the Second Party at the time of recording of the second motion.

d) The fourth installment of Rs. 2,25,000/- (Rupees Two Lakh Twenty Five Thousand only) will be paid by the First Party to the Second Party at the time of quashing of FIR bearing no. 178/2015, U/S 406/498A/34 IPC and Section 4 of Dowry Prohibition Act was registered at PS-KNK Marg, District North West, New Delhi before Hon'ble High Court of Delhi.

5. That the second party undertakes not to claim any maintenance from first party for present, past and future.

6. That after granting of divorce by mutual consent both the parties undertake not to file any kind of case in civil or criminal, matrimonial against each other and against their family members and their respective properties and business.

7. That the contents of the this compromise-cum-settlement deed have been read over and explained to both the parties, their parents and witnesses also in their vernacular language and they have understood the same and have admitted the same to be correct.”

6. In a nutshell, it has been agreed by and between the parties that the applicant (husband) shall pay an aggregate sum of Rs. 7,25,000/- to the complainant (wife) as per the milestones detailed in the aforesaid

Compromise cum Settlement Deed dated 15<sup>th</sup> October, 2015. In pursuance to the said settlement, a sum of Rs. 1 lakh has been brought to the Court in the shape of demand draft bearing no. 001018 dated 13.10.2015 drawn on Axis Bank, Shastri Nagar, Delhi and payable in favour of the complainant (wife) and the same has been handed over to the complainant (wife) in Court today. The complainant (wife) acknowledges the receipt thereof subject to its encashment. The balance sum of Rs. 6.25 lakhs shall be paid as per the milestones as mentioned above in para 4 of the said Compromise cum Settlement Deed dated 15<sup>th</sup> October, 2015.

7. The settlement arrived at between the parties is lawful and is hereby accepted. The parties shall abide by the terms and conditions stated therein without demur.

8. The aforesaid Compromise cum Settlement Agreement dated 15<sup>th</sup> October, 2015 puts a quietus to the following proceedings between the parties:-

1. FIR No. 178/2015 under Sections 498A/406/34 IPC and Section 4 of the Dowry Prohibition Act, 1961 registered at Police Station- K.N. Katju Marg, Outer District, Delhi.
2. FIR No. 42/2015 under Sections 354A/506 IPC registered at Police Station- South Rohini, Outer District, Delhi.

3. Proceedings under Section 125 of the Code of Criminal Procedure, 1973 pending before the Court of Ms. Seema Maini.

4. Proceedings under Section 12 of the Protection of Women from Domestic Violence Act, 2005 pending before the Court of Ms. Richa Manchanda.

9. Besides above, the settlement arrived at between the parties will enable them to lead happy lives without the sword of litigations hanging over their respective heads.

10. In the present case, it is observed that the applicant has clean antecedents and is not wanted in any other case.

11. In view of the above, the present bail application is allowed. In the event of his arrest, the applicant shall be enlarged on bail on his furnishing a personal bond in the sum of Rs.10,000/- (Rupees Ten Thousand only) with one surety of the like amount to the satisfaction of the Arresting Officer/concerned Station House In-charge subject to the applicant complying with the terms and conditions of the aforesaid Compromise cum Settlement Deed dated 15<sup>th</sup> October, 2015.

12. With the above said directions, the present bail application is allowed and disposed of accordingly.

13. The pending application also stands disposed of.

**SIDDHARTH MRIDUL, J**

**OCTOBER 19, 2015**

**sd**

