

IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 08.03.2016

BAIL APPLN. 56/2016

PREETPAL SINGH @ LOVELY

..... Applicant

Through: Mr Sanchit Dhawan, Advocate.

versus

STATE

..... Respondent

Through: Mr M.S.Oberoi, APP.

Mr Mohd. Azharuddin, Advocate for
complainant.

ASI Paramjit Singh, PS- Tilak Nagar.

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 pre-arrest bail in FIR No.775/2015 under Sections 406/498A/34 IPC registered at Police Station- Tilak Nagar, New Delhi.

2. Counsel appearing on behalf of the applicant-husband as well as the complainant-wife state that they have arrived at an amicable resolution of all their outstanding matrimonial disputes. A signed copy of the memorandum of settlement dated 09.02.2016 in this behalf has been handed over in court today. The same is taken on record. The salient terms and conditions of the settlement dated 09.02.2016 are as under:-

- “1. In view of the settlement arrived at between the Parties, an amount of ₹5,00,000/- (Rupees Five Lakhs only) has been agreed by the Parties as full and final settlement, to be paid by the first Part to the Second Party and the Second Party represents that she has received all her articles and now nothing remains due towards her from the First Party except the payment, which shall be made by the First Party as detailed below.
2. That the First Party has agreed to pay and the Second Party has agreed to accept the payments as follows:
 - a) An amount of ₹1,00,000/- (One Lakh only) shall be paid by the First Party to the Second Party by Cash/Demand Draft at the time of grant of anticipatory bail to the First Party in Bail Application No. 56/2016 listed before Hon’ble High Court of Delhi on 09.02.2016.

- b) An amount of ₹ 1,50,000/- (One Lakh Fifty Thousand only) shall be paid by the First Party to the Second Party by Cash/demand Draft at the time of recording of the statement of the first motion for divorce through mutual consent, that shall be filed by the Parties immediately after the disposal of Bail Application No. 56/2016.
- c) An amount of ₹ 1,50,000/- (One Lakh Fifty Thousand only) shall be paid by the First Party to the Second Party by Cash/Demand draft at the time of recording of the statement of the second motion for divorce through mutual consent.
- d) An amount of ₹ 1,00,000/- (One Lakh only) shall be paid by the first Party to the Second Party by Cash/Demand Draft at the time of recording of the statement for quashing the FIR No. 775/2015 registered with P.S. Tilak Nagar u/s 406/498A/34 IPC.

3. That the Second Party has filed a petition pending before the court of Ms. Colette Rashmi Kujur, Ld. MM, Mahila Court (West), Tis Hazari Courts, Delhi, under Section 12 of the Protection of Women from the Domestic Violence Act, 2005 and the same is now listed for ____ and the Second Party undertakes to withdraw the same after

recording of the statement of the first motion for divorce through mutual consent.

4. That the Second Party agree and acknowledge that the receipt of abovesaid payment from the First Party shall amount to full and final settlement in lieu of all her claims in respect of dowry and istridhan articles as well as in respect of her present, past and future maintenance including permanent alimony.
5. That the Second Party is accepting the aforesaid amount as full and final settlement and the Second Party undertakes not to demand any right, title or interest in the movable or immovable property of the First Party and hereby relinquishes all other tangible and intangible rights thereof arising out of the abovesaid wedlock. Further, the Second Party shall undertake that she shall not be entitled to raise any claim or interest other than for the realisation of the amount mentioned hereinabove.
6. That the Parties declare that they are not at any issue in respect of any claims such as dowry & instridhan articles including present, past & future maintenance including permanent alimony and the present Memorandum records the entire settlement between the Parties.
7. That the Parties shall have no claims against each other or against any of their family

members immediately after the dissolution of marriage. The Parties also undertake not to initiate any litigation in future after the dissolution of marriage by Decree of Divorce by mutual consent in respect of any dispute/controversy touching their marriage since all the controversies on each and every count have been resolved and settled and nothing now remains to be resolved.

8. That after execution of this Memorandum, the Parties shall have no claim against each other and both the Parties undertake that they shall assist each other in filing the joint petitions for dissolution of marriage by way of mutual consent, as per law. It is also settlement that the case any of the Party to this Memorandum has filed any complaint/report etc. which is not in the knowledge of the other Party, the said complaint/report etc. would be deemed to be withdrawn immediately after the dissolution of marriage by a decree of divorce by mutual consent and the Party who has filed such complaint/report etc. shall not pursue the same any further as the disputes have been amicably settled between the Parties.
9. That the parties have been read over and explained the contents of this Memorandum in vernacular and after having understood the same, the Parties with sound mental health have voluntarily agreed to execute this

memorandum without any force, pressure of coercion from any side.”

3. Counsel appearing on behalf of the parties in unison state that pursuant to the aforesaid settlement dated 09.02.2016, a sum of Rs.1,00,000/-, by way of a demand draft, has already been received by the complainant-wife. The balance amount shall be paid in terms of the aforesaid memorandum of settlement on the milestones stated therein.

4. The agreement between the parties is lawful and the same is accepted. The parties shall now abide by the terms and conditions of the aforesaid memorandum of settlement without demur.

5. In view of the foregoing, since the matrimonial dispute that led to the registration of the subject FIR has been resolved amicably between the parties without any undue influence, pressure or coercion no useful purpose will be served by directing the custodial interrogation of the applicant.

6. Resultantly the 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.15,000/- with one surety of the like amount to the satisfaction of the Arresting Officer/Station House Incharge.

7. The application is disposed of accordingly.

SIDDHARTH MRIDUL, J

MARCH 08, 2016

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