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IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 15.03.2016

BAIL APPLN.320/2016

DEVENDER SINGH

..... Applicant

Through: Proxy counsel for Mr Rajive Maini,
Advocate.

versus

THE STATE (NCT OF DELHI)

..... Respondent

Through: Ms Radhika Kolluru, APP.

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 (hereinafter referred to as 'the Code') read with Section 482 of the Code, seeking pre-arrest bail in FIR No.1137/2014 under Sections 406/498A IPC registered at Police Station- Govind Puri, Delhi.

2. The subject FIR is an offshoot of a matrimonial dispute between the applicant and his estranged wife, namely, Sunita.

3. On account of ideological and temperamental differences, the complainant-wife instituted an application under Section 125 of the Code which is pending adjudication before the competent court in Saket. Prior to that the applicant-husband had instituted a proceeding seeking divorce which is pending in a District Court in Uttar Pradesh.

4. The applicant-husband and the complainant-wife have since entered into a Memorandum of Understanding dated 29.02.2016 with the aid and assistance of Ms Nandita Rao, learned Mediator. The salient terms and conditions of the said Memorandum of Understanding dated 29.02.2016 are as follows:-

- “i. The party of the First part agrees and undertakes to give the party of the Second Part a sum of Rs. 1,75,000/- (Rupees One Lakh Seventy Five Thousand Only) in addition to the sum of Rs. 2,00,000/- (Rupees Two Lakh) already paid in the Family Court Auriya, as full and final settlement of the maintenance, Alimony and Stridhan entitlements of the Second Party.
- ii. the parties agree and undertake that the First Party shall pay a sum of Rs. 25000/- to the Second party on 15-03-2016 at the time of hearing for anticipatory bail. The Second Party shall not oppose the plea of

anticipatory bail. It is further agreed that the First Party will pay a further sum of Rs. 50,000/- to the Second Party when the second party moves an application for the withdrawal of the maintenance petition before the Saket Court. The Application for withdrawal of maintenance shall be filed no later than 30.4.2016. The first party will pay a further sum of Rs. 50,000/- to the second party on 8-04-2016 when her statement in the divorce petition is recorded in the divorce petition in Auriya District Court. A further sum of Rs. 50,000/- shall be paid by the First Party to the Second Party on or before 30-05-2016 in the quashing petition for quashing of FIR NO. 1137/2014 which will be filed by the First Party on or before 30.5.2016. The second party agrees and under takes to co-operate with the grant of anticipatory bail and quashing petitions of the First Party upon the above terms.

- iii. That both parties shall have no claims against each other upon the above said conditions having been fulfilled.
- iv. That the parties agree and undertake that they shall not file any other or further cases against each other.”

5. Pursuant to the above understanding a sum of Rs. 25,000/- has already been received by the complainant-wife in court today. A further sum of Rs. 1,50,000/- shall be receivable by the complainant-wife on the attainment of

milestones extracted hereinabove which form a part of the said Memorandum of Understanding dated 29.02.2016.

6. 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. It is also observed that the applicant-husband has clean antecedents.

7. 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.10,000/- with two sureties of the like amount to the satisfaction of the Arresting Officer/Station House Incharge subject to the condition that he shall comply with the reciprocal promises made by him as recorded in the said Memorandum of Understanding dated 29.02.2016.

8. The application is disposed of accordingly.

SIDDHARTH MRIDUL, J

MARCH 15, 2016

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