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

+ **BAIL APPLN. 925/2015**

DEEPAK KUMAR YADAV

..... Petitioner

Through: **Mr.Sunil Kumar, Advocate.**

versus

THE STATE OF DELHI

..... Respondent

Through: **Mr.Kewal Singh Ahuja, APP for the State**

Mr.Ashu Upadhaya, Adv. for Complainant.

CORAM:

HON'BLE MS. JUSTICE PRATIBHA RANI

ORDER

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27.04.2016

1. This is an application of the petitioner filed under Section 439 Cr.P.C. for grant of regular bail in FIR No. 509/2013 under Sections 498-A/406 IPC, registered at PS Uttam Nagar.

2. Vide order dated 14.03.2016 this Court has recorded as under:

“1. Pursuant to the order dated 21.01.2016, an amount of ₹4,10,000/- was deposited on the very said date on behalf of petitioner and the amount of ₹1,00,000/- could not be deposited within the time granted by this Court.

2. Learned counsel appearing on behalf of the petitioner submits that due to certain unavoidable circumstances, the petitioner could not make arrangement however, today learned counsel for petitioner is ready with the demand draft of said ₹1,00,000/-. The petitioner is directed to deposit the said amount of ₹1,00,000/- with the Registrar

General of this Court, who shall keep both the amounts mentioned above it in the form of short term deposit viz FDR initially for a period of six months to be renewed periodically.

3. Learned counsel for the respondent No. 2, on instructions of respondent No. 2, who is personally present in the Court submits that during mediation petitioner had offered for an amount of ₹10,00,000/- whereas she was stick for an amount of ₹15,00,000/-. However, she is now ready to settle all the matters for an amount of ₹12,00,000/- as full and final settlement.

4. Learned counsel for the petitioner seeks adjournment to take instructions from his client.

5. At his request, renotify for 18.04.2016.

6. Interim orders to continue.”

3. Today learned counsel for the petitioner on instructions from the petitioner has placed on record Memorandum of Understanding dated 27.04.2016 as per which the parties have agreed as under:

“1. That the total amount in full and final settlement is settled as ₹12,00,000/- (Rupees twelve lakhs only) to be payable in the following manner:-

(a). Sum of ₹5,00,000/- and another sum of ₹10,000/- as costs deposited with the Registrar, Delhi High Court will be released in favour of the second party directly from the Registrar. The first party will consent the said release in the High Court during the bail application No. 925/2015.

(b). The first party will file a first motion petition on or before 15.5.2016 which should be signed by the Second party. No amount will be paid at the time of first motion.

(c). That the first party will be filed second motion petition on or before 1.12.2016 which will be signed by the second party. The first party will pay ₹3,50,000/- by way of demand draft to the second party, at the time of recording of statement or Second Motion.

(d). That the first party will close/wind up the company namely Forging Flange (Open) India) Pvt. Ltd. and will also close all the bank accounts of the second company prior to the second motion.

The second party will sign the documents whatsoever required in accordance with law for the aforesaid closure of the company and the bank account.

(e). That the first party will file the quashing of the FIR No. 509/2013 registered with P.S. Uttam Nagar under Section 498/406/34 IPC on or before 5.1.2017 and the second party will assessed in the quashing of the same subject to the payment of ₹3,50,000/- at the time of quashing of the said FIR.

(f). That the time is the essence of the present settlement and in case first party delays in filing either or the matters on the dates as settled then the first party will pay a cost of ₹2,000/- per day to the second party for such delay of each day.

(g). That the second party will also operate in the aforesaid proceedings and if fails to do so then will pay a cost of ₹2,000/- per day to the first party.

(h.). That the first party will not interfere in the life of the second party.

(i). That the E-Mail I.D. of first party is/Deepak Yadav is deepakyadav2909@gmail.com & the E-Mail of the second party will be through her counsel i.e. ashishupadhyay@gmail.com.

That correspondence will be made through the aforesaid E-mail and the same will be final for all purpose.”

4. It is further submitted by learned counsel for the petitioner that the amount of ₹5,10,000/- deposited with the Registrar General may be ordered to be released to the complainant.

5. Learned counsel for the complainant does not oppose the prayer for grant of bail to the petitioner as the complainant has entered into a settlement with the petitioner.

6. In view of the settlement arrived at between the parties, copy of which is placed on record, the petitioner is admitted on bail on his furnishing personal bond in the sum of Rs.50,000/- with one surety of the like amount

to the satisfaction of concerned Trial Court/Link Court.

7. The amount lying deposited with the Registrar General shall be released to the complainant. The parties shall abide by the terms and conditions of the settlement, copy of which is placed on record.

8. Bail application stands disposed of.

9. Any observations made hereinabove for the purpose of dealing with the contentions raised during hearing of the bail application shall not be deemed to be an expression on merits of the case.

A copy of this order be given *dasti* to learned counsel for the parties.

PRATIBHA RANI, J.

APRIL 27, 2016

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