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* IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 30th March, 2016

+ BAIL APPLN. 979/2015

GAURAV GUPTA

..... Applicant

Through: Ms. Sheela Srivastava, Advocate
along with applicant

versus

STATE

..... Respondent

Through: Mr. Ravi Nayak, APP for the State
SI Koyal, P.S. Nihal Vihar
Complainant in-person

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 (Cr.P.C.) seeking pre-arrest bail in FIR No. 657/2014, under Sections 406/498A/34 IPC, registered at Police Station-Nihal Vihar, Delhi.

2. The applicant (husband) as well as the complainant (wife), who are present in Court today state in unison that they have entered into a Memorandum of Understanding dated 30th March, 2016 *qua* all their

outstanding marital disputes, a copy of which has been handed over in Court today. The same is taken on record.

3. The salient terms and conditions of the said Memorandum of Understanding dated 30th March, 2016 are as follows:-

“1. In consideration of the dissolution of marriage arrived between the parties hereto with the consent and acknowledgement of their respective families, the First Party shall pay a sum of Rs. 6,00,000/- (Rupees Six Lakhs only) by way of cheque in installments as a full and final settlement of the claims and/or the demands.

2. Whereas, First Party has paid the whole amount of Rs. 6,00,000/- (Rupees Six Lakhs only) by cheque alongwith some seven documents like adhaar card and documents related to bank account of the first party before the Hon’ble High Court Coram of Hon’ble Mr. Justice Siddharth Mridul in the following manner:-

i. I.O. Bank dated 08.10.2015 cheque bearing No. 558003 of Rs. 2,00,000/- (Rupees Two Lakh only) in favour of First Party.

ii. I.O. Bank dated 16.11.2015 cheque bearing No. 558004 of Rs. 50,000/- (Rupees Fifty Thousand only) in favour of First Party.

iii. I.O. Bank dated 14.01.2016 cheque bearing No. 558007 of Rs. 1,00,000/- (Rupees One Lakh only) in favour of First Party.

iv. I.O. Bank dated 04.02.2016 cheque bearing No. 558006 of Rs. 50,000/- (Rupees Fifty Thousand only) in favour of First Party.

v. I.O. Bank dated 08.03.2016 cheque bearing No. 558009 of Rs. 2,00,000/- (Rupees Two Lakh only) in favour of First Party.

3. The Second Party shall duly issue receipt and acknowledge the payment made by First Party in full and final settlement towards dissolution of the marriage.

4. In consideration of the agreement, payment and covenant for the dissolution of the marriage as aforesaid, both the parties hereto covenant and undertake to file appropriate applications, petitions, jointly and/or severally as the situation may so require before the appropriate Court or Courts of law for dissolution of marriage/divorce of the parties on the ground of mutual consent.

5. The Parties hereto covenants to withdraw all the proceedings, claims, demands, allegations and complaints whatsoever filed before any authority or authorities or court of law or legal forum.

6. The parties hereto further covenants not to claim or make any demand henceforth against each other whatsoever.

7. The petition drawn up and executed for mutual divorce will be filed by the parties forthwith.

IN WITNESS WHEREOF, the parties hereto have set their hands of this memorandum on this day and year above written.”

4. The agreement entered into between the parties is lawful and the same is hereby accepted. The parties shall now abide by the terms and conditions thereof without demur.

5. In the present case, it is observed that pursuant to the above Memorandum of Understanding dated 30th March, 2016, the entire sum of Rs. 6,00,000/- has been received by the complainant (wife). She acknowledges receipt thereof.

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 (husband) herein.

7. Resultantly, the present bail application is allowed.

8. In the event of arrest of the applicant herein, he shall be enlarged on bail on his furnishing a personal bond in the sum of Rs. 5,000/- with one surety of the like amount to the satisfaction of the Arresting Officer/Station House In-charge subject to the condition that he shall comply with the reciprocal promises made by him as recorded in the said Memorandum of Understanding dated 30th March, 2016.

9. The present bail application is disposed of accordingly.

SIDDHARTH MRIDUL, J

MARCH 30, 2016

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