

\$~3

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

+ **MAT.APP.(F.C.) 9/2015**

DIMPLE JAIN GUPTA Appellant
Represented by: Appellant in person with
Ms.Monica Kapoor, Adv.

versus

PANKAJ JAIN Respondent
Represented by: Respondent in person with
Ms.Deepali Gupta, Adv.

CORAM:

HON'BLE MR. JUSTICE PRADEEP NANDRAJOG

HON'BLE MR. JUSTICE YOGESH KHANNA

ORDER

% **17.11.2016**

CM Nos.41777/2016 and 41778/2016

1. Since the respondent has complied with the order dated November 11, 2016 and has handed over to the appellant a pay order drawn on Delhi Nagrik Sehkarita Bank Limited, Branch Shanti Nagar, Tri Nagar, in a sum of ₹2.5 lacs, the non-bailable warrants to secure respondent's presence in this Court are cancelled.

2. The above captioned applications are accordingly disposed of.

CM No. 1839/2015

1. For the reasons mentioned in the application, 145 days delay in filing the appeal is condoned.

MAT.APP.(F.C.) 9/2015

1. Vide order dated July 02, 2014, respondent's petition registered as an HMA No.966/2011, has been allowed by the learned Principal Judge, Family Courts (North-East District).
2. Parties were referred to mediation in appeal and before the learned Mediator, they arrived at a settlement on February 22, 2016.
3. The written settlement has been signed by both the parties as also their counsel before the learned Mediator. The settlement agreement has been filed in the Court.
4. As per the settlement agreement, the respondent was to pay ₹6.4 lacs to the appellant in two stages. The first was a sum of ₹3 lacs to be paid on February 25, 2016; requiring the appellant to withdraw the instant appeal. The second tranche in sum of ₹3.4 lacs was to be paid when the appellant would give consent in this Court for FIR registered for offences punishable under Sections 498A/406/34 IPC, PS North Rohini to be quashed.
5. Since the respondent played truant and his presence had to be secured firstly through bailable warrants and thereafter by means of a non-bailable warrants, there was a delay in making payment of the first instalment.
6. Needless to state that the second stage payment also got delayed because the respondent did not require the appellant to sign the papers to be filed in the Delhi High Court praying jointly that the FIR lodged on the complaint by the appellant to be quashed.
7. Therefore, in the order dated November 11, 2016, it was recorded that the agreement between the parties would stand modified, in that, the

respondent would pay simple interest @ 9% per annum w.e.f. March 01, 2016 on the agreed simple sum payable i.e. ₹6.4 lacs and today would pay to the respondent ₹ 2.5 lacs. Further agreement was that from the said sum of ₹ 2.5 lacs which would be paid today, interest on ₹6.4 lacs @ 9% per annum (simple) reckoned from March 01, 2016 till today shall be adjusted and the remaining sum would be adjusted towards the principal sum of ₹ 6.4 lacs. Further agreement recorded was that on the balance principal sum payable, interest @ 9% per annum (simple) would be paid till when FIR registered against the respondent upon complaint made by the appellant is quashed.

8. Since the respondent has complied with the written settlement as modified vide order dated November 11, 2016, we dispose of the instant appeal as not pressed granting liberty to the appellant to seek revival if the respondent does not pay the balance sum together with interest.

9. Needless to state that if the respondent pays the balance principal sum together with interest till the date of payment, the appellant would co-operate in quashing of the FIR lodged pursuant to the complaint made by her.

10. Parties shall bear their own costs in the appeal.

11. Trial Court record be returned.

PRADEEP NANDRAJOG, J

YOGESH KHANNA, J

NOVEMBER 17, 2016

neelam

MAT.APP.(F.C.) 9/2015

3 of 3