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

+ BAIL APPLN. 1822/2015

GAURAV SAXENA

..... Petitioner

Through: Ms.Megha Batra, Advocate

versus

STATE

..... Respondent

Through: Ms.Rajni Gupta, APP for the State  
Complainant in person

**CORAM:**

**HON'BLE MS. JUSTICE PRATIBHA RANI**

**ORDER**

**03.02.2016**

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1. Ms.Megha Batra, Advocate appearing on behalf of the petitioner submits that the petitioner could not make the entire payment as agreed by him hence further opportunity may be given to him to make the payment. She further submits that if the petitioner is sent to jail he will not be able to make the payment in that case.

2. The complainant is present in person and submits that the petitioner is repeatedly committing default and he does not deserve any further discretion in the matter as every time he makes a promise and most of the time the promise to make the payment remains unfulfilled.

3. Learned counsel for the petitioner has been asked as to whether the petitioner is present today in the court, she informs that he is in Bangalore.

4. In this case a settlement agreement was entered into by the parties before Delhi High Court Mediation & Conciliation Centre.

5. The settlement arrived at between the parties was to the following effect:-

*(a) "The First Party has already paid an amount of ₹6,00,000/- (Rupees Six Lakhs Only) after the registration of the FIR to the Second Party.*

*(b) The First Party hereby agrees to pay to the Second Party the balance amount of ₹21,00,000/- (Rupees Twenty One Lakhs Only) in the following matter:-*

- (i) ₹ 4,00,000/- (Rupees Four Lakhs Only) on or before 27.10.2015.*
- (ii) ₹ 3,00,000/- (Rupees Three Lakhs Only) on or before 30.11.2015.*
- (iii) ₹3,00,000 (Rupees Three Lakhs only) on or before 31.12.2015.*
- (iv) The remaining amount of ₹11,00,000/- (Rupees Eleven Lakhs only) shall be paid by the First party to the Second party on or before 31.01.2016.*

***(c) On receiving the agreed payment, the Second Party shall not oppose the Bail Application of the First Party and shall co-operate with the First Party for the bail in the said proceedings.***

*(d) That after receiving the entire payment, the Second Party shall co-operate with the First party in getting the FIR in question quashed before the Hon'ble High Court of Delhi.*

*(e) It is agreed between the parties that in case the First Party fails to pay the payment as enumerated above, the Second Party shall forfeit the payment received (if any) and revive and pursue the FIR in accordance with law."*

6. On the basis of assurance given by learned counsel for the petitioner on 1<sup>st</sup> December, 2015 the following order was passed by this Court:-

*"It has been submitted on behalf of the petitioner that because of its extreme financial stringency, the undertaking given by the petitioner for making the payment to the complainant could not be fulfilled.*

*Nonetheless, the petitioner, as in duty bound, is required to pay*

*to the complainant the agreed amount of money.*

*Learned counsel appearing for the petitioner assures that every effort shall be made to make up-to-date payments by January, 2016.*

*The complainant is present in person.*

*The petitioner is directed to respect the commitment which has been made before this Court as well as before the mediation centre.*

*In case, payments are not made, a serious view would be taken.*

*Renotify on 12.01.2016.”*

7. On 12<sup>th</sup> January, 2016 when this matter was taken up, again it was assured that entire payment shall be cleared by the petitioner by 31<sup>st</sup> January, 2016 and therefore, the case was listed for today i.e. 3<sup>rd</sup> February, 2016.

8. Today neither the petitioner is present in person nor any justification has been given as to why he has not complied with the terms and conditions of the agreement entered into before the Delhi High Court Mediation & Conciliation Centre.

9. On 2<sup>nd</sup> September, 2015, interim bail was granted to the petitioner to enable him to participate in the mediation proceedings. The interim bail is continuing till date for the reason that petitioner entered into settlement as per which entire payment was to be made by him by the end of January, 2016.

10. Since the petitioner has failed to honour his commitment and make the payment as per terms and conditions of the settlement agreement the bail application stands dismissed.

11. A copy of the order be sent to learned Trial Court for information as well to secure the presence of the petitioner in case FIR No.60/2014 registered at PS Jyoti Nagar under Section 420 IPC.

**PRATIBHA RANI, J.**

**FEBRUARY 03, 2016/‘pg’**

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