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

+ BAIL APPLN. 2802/2015, CrI. M(Bail) No. 8427/2015

ANKIT BANSAL

..... Petitioner

Through Mr. Anshu Mahajan, Advocate

versus

STATE

..... Respondent

Through Mr. Ravi Nayak, APP with SI Suiksha
Mr. Jaideep, Advocate for complainant

CORAM:

HON'BLE MR. JUSTICE SIDDHARTH MRIDUL

ORDER

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22.01.2016

The present is an application under Section 438 of the Code of Criminal Procedure, 1973 (Cr.PC.) seeking pre-arrest bail in FIR No.154/2015, under Sections 498A/406/506/34 IPC, registered at Police Station - Dwarka South, New Delhi.

Counsel appearing on behalf of the parties on instructions from the latter state that the matrimonial disputes that led to the registration of the subject FIR have been amicably resolved by and between them as enshrined in a settlement deed dated 14.01.2016. A copy of the said settlement deed dated 14.01.2016 has been handed over in Court today. The same is taken on record.

The details of the various litigations between the applicant -husband and complainant-wife are as follows:

- (i) Complaint u/s 12 of the DV Act filed by the Second Party pending before the Court of Ms. Richa Gusain Solanki, MM, Dwarka Courts, Delhi, bearing CC No. 935/1/14;

- (ii) FIR No. 154/2015 u/s 498A/406/506/34 IPC before PS Dwarka South on 19.02.2015;
- (iii) FIR no. 280/2015 dated 16.03.2015 filed by the First Party's father against the Second Party before PS Sector 58, Gautam Budh Nagar, UP u/s 406 and 506 IPC;
- (iv) Complaint no. 4287/2015 before Court of Ms. Parul Parmar, MM, ACJM-II, Gautam Budh Nagar, UP u/s 406,420,504,506 IPC.

The terms and conditions of the afore-stated settlement deed dated 14.01.2016 are as follows:

“1. That after considering all the circumstances the parties have mutually agreed that their marriage should be dissolved and they are now ready to amicably part ways by mutually applying for getting their marriage dissolved through Competent court of Law at Delhi.

2. Both parties have agreed to amicably and mutually resolve and settle, in full and final, all their differences and disputes. It is agreed that towards full and final settlement of all the differences and disputes between the parties towards return of dowry and stridhan, the first party shall pay to the second party (as per the terms of this settlement deed) a total sum of Rs.10,00,000/- (Rupees Ten Lakhs Only) (hereinafter “Settlement Amount”), which shall be paid in various tranches at various stages as set forth below.

3. Out of the settlement amount, a sum of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) shall be paid by the first party to the second party at the time of hearing of bail application No.2802/2015 on 22.01.2016, as pending before the Hon'ble High Court of Delhi. Second party undertakes to extend full cooperation to the first party in the bail proceedings.

4. Out of the Settlement amount, a sum of Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand only) shall be paid by the first party to the second party at the time of hearing of the first motion for divorce by mutual consent before the concerned court of competent jurisdiction. It is agreed between the parties that the first motion shall be filed not later than 30th January, 2016.

5. It is agreed that the first party/his mother/father shall within a period of 2 months from the date of this settlement deed file a petition before the Court of competent jurisdiction and/or police station and/or file any other representation or proceeding as may be required to put an end to the proceedings arising out of FIR No.280/2015 (PS Sector 58, Gautam Budh Nagar, UP) and Complaint No.4287/2015 pending before Court of Ms. Parul Parmar, ACJM-II, Gautam Budh Nagar, U.P. Both parties shall cooperate with each other with respect to any appearance,

statement, affidavit, application or any other step or legal proceedings that may be required for the purposes of putting an end to the above said proceedings arising out of FIR No.280/2015 and Complaint No.4287/2015.

6. It is agreed that within a period of two month, the second party shall file an application and withdraw the complaint u/s 12 of the DV Act filed by the seocnd party pending before the Court of Ms. Richa Solanki, MM, Dwarka Courts, Delhi bearing CC No.935/1/14. Until such time, it is agreed that the second party shall not press for any order or direction for maintenance or protection in the said proceedings.

7. Out of the settlement amount, the first party shall pay a sum of Rs.2,50,000/- (Rupees Two Lakhs Fiftyh Thousand only) to the second party, at the time of hearing of the second motion for the divorce by mutual consent, which shall be filed between 6 to 8 months from the date of first motion.

8. It is agreed that within a period of two months from the filing and grant of the second motion for divorce by mutual consent, the first party shall file a petition before the Hon'ble Delhi High Court for quashing of FIR No. 154/2015 u/e 498A/406/506/34 IPC dated 19.02.2015, PS: Dwarka South the said FIR. It is also agreed that at the time of hearing of the petition for quashing of the said FIR, the first party shall pay a further sum of Rs. 3,50,000/- (Rupees Three Lakhs Fifty Thousand only), being the final instalment of the Settlement Amount to the second party. It is further agreed that the second party shall appear before the Court and undertakes to fully cooperate with and assist the first party in the said process of quashing of the said FIR. In case the second party fails to appear before the Hon'ble Court then the same shall be taken as implied consent of the second party to the quashing.

9. That the first party shall also pay towards maintenance expenses a sum of Rs. 5,000/- (Rupees Five Thousand only) (hereinafter 'the said monthly amount) into the bank account of minor daughter Ishani, being Account No. 0111313303, Kotak Mahindra Bank, Branch Sector-5 Dwarka, (IFSC Code KKBK0000193) on or before the 10th of each month commencing from January 2016. The said monthly amount shall continue to remain payable by the first party until remarriage of second party and the adoption of the minor daughter Ishani or the minor daughter on attaining majority start earning and/or get married. The parties agree that upon the first party starting to earn, the minor daughter shall be entitled to enhancements in monthly maintenance in accordance with law. Aside from the above amounts the parties have no claims or grievance on account of maintenance, permanent alimony, property on each other or any

other account against each other.

10. A sum of Rs. 1,00,000/- (Rupees One lac only) received as cash gift on Ishani's birth was invested in tax saving mutual fund scheme in the name of minor daughter Ishani and which has been giving regular returns and the parties agree that the same will remain of Ishani and proceeds thereof to be remitted directly towards the account of Ishani and both parties agree to sign all necessary papers to effectuate the same. These tax saving mutual funds shall not be broken/sold till Ishani attains majority.

11. Both parties confirm and acknowledge that all articles and valuables including stridhan, jewellery belonging to respective parties have been exchanged or otherwise settled in terms of the present Settlement Deed and the respective parties acknowledge the same. Both parties confirm and acknowledge that no articles, including stridhan and jewellery remain receivable to them from each other and/or their family members except in terms of this Settlement Deed.

12. It is however made clear that notwithstanding anything contained in the Settlement Deed herein, the rights of the minor daughter of the parties, Ishani (date of birth 14.02.2008) qua either party shall remain open and are in no manner limited by the terms of the present Settlement Deed."

In pursuance to the aforesaid deed of settlement dated 14.01.2016 a sum of Rs. 1,50,000 by way of Demand Draft No. 013107 drawn on IDBI Bank in favour of Vishakha Bansal has been handed over to the complainant wife in Court today. The latter acknowledges receipt thereof subject to encashment. The balance sum of Rs. 8,50,000 shall be paid by the applicant- husband to the complainant- wife on attainment of the afore-stated milestones.

The agreement entered into between the parties is lawful and is hereby accepted. The parties are directed to abide by the terms and conditions thereof.

In view of the foregoing the present application is allowed. In the event of his arrest the applicant shall be released 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 Investigating Officer / Station House In-charge.

Application is disposed of accordingly.

Dasti.

SIDDHARTH MRIDUL, J

JANUARY 22, 2016

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