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

+ **CRL.M.C. 566/2012 & CrI.M.A.No. 2009/2012 (stay)**

DHARAM PAL SINGH Petitioner
Through **Mr. Rajiv Bajaj and Mr. Paras**
Chawla, Advocates with petitioner in
person

versus

MANJU RANI Respondent
Through **Mr. G.D.Sharma, Adv.**

CORAM:
HON'BLE MR. JUSTICE ANIL KUMAR CHAWLA

ORDER
% **15.05.2017**

On 27.9.2016, this Court observed, as under:-

“Parties i.e. the petitioner and respondent who are present in Court and are identified by the learned counsels have entered into a settlement. It is agreed that on the petitioner paying a lump sum amount of Rs.7 lakhs which would include the amount deposited by the petitioner before the learned Metropolitan Magistrate/ Family Court pursuant to order dated 16th April, 2012 passed by this Court, parties are agreeable to arrive at a full and final settlement.

On the payment of this lump sum amount the respondent will have no further claim of maintenance, alimony, istridhan etc., against the petitioner and that both the parties will not litigate in future on any aspect relating to their matrimonial relationship.

Learned counsel for the parties seek some time to place on record memorandum of settlement after checking up the amount so deposited before the learned MM/ Family Court.

At request renotify on 7th October, 2016 when the parties will be present in Court.”

On 7.10.2016, it was observed, as under:-

“The parties who are present in Court and are identified by their counsel have entered into a settlement.

Learned counsel for the petitioner informs that ₹1,32,000/- are lying deposited in the Mahila Court, however unfortunately the amount was not kept in a fixed deposit and thus no interest has accrued on the said amount. He further states that ₹63,000/- has already been paid to the respondent, which fact is admitted by the respondent. Another sum of ₹ 5,000/- is paid in cash today to the respondent. Thus on withdrawal of ₹1,32,000/- lying deposited before the learned MM, the respondent would have received ₹2 lakhs out of the total amount of ₹7 lakhs as agreed between the parties on the last date of hearing before this Court. Learned counsel for the petitioner further states that the further sum of ₹5 lakhs will be paid by the petitioner in CRL.M.C. 566/2012 page 1 of 2 two instalments i.e. ₹2.5 lakhs within two months and ₹2.5 lakhs in four months.”

On 21.2.2017, it was recorded, as under:-

“Learned counsel for the petitioner states that respondent has been paid a sum of ₹1,50,000/- out of which ₹1 lakh is through DD No.750120 drawn on Allahabad Bank and ₹50,000/- in cash, which fact is accepted by the respondent who is present in Court and is identified by the learned counsel. He states that the balance payment will be made on or before 15th May, 2017.

List on 15th May, 2017.”

Today before this Court, learned counsel for the petitioner has handed over to the respondent, a banker's cheque dated 12.5.2017 of SBI drawn in her favour for Rs. 3,25,000/- as also a post dated cheque dated 10.6.2017 drawn on SBI for Rs. 25,000/- towards full and final settlement. The post dated cheque for Rs. 25,000/- has come to be handed over stating that the said cheque shall be honoured when presented on due date inasmuch as, the salary of the petitioner is to be

credited to his account before that date.

Petitioner undertakes to ensure honouring of the said cheque on the due date of presentation. Learned counsel for respondent accepts the payments so made and remain bound by the settlement as recorded in the order dated 27.9.2016.

In view of the settlement arrived at, learned counsel for the petitioner seeks permission to withdraw the petition. The parties shall remain bound by the statement made.

The petition stands disposed of accordingly.

ANIL KUMAR CHAWLA, J

MAY 15, 2017

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