

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

1. Criminal Misc. No.M- 15914 of 2016(O&M)
Date of Decision: March 23 , 2018.

Kapil Chopra PETITIONER(s)

Versus

State of Punjab RESPONDENT (s)

2. Criminal Misc. No. M- 15147 of 2016(O&M).

Kapil Chopra PETITIONER(s)

Versus

State of Punjab RESPONDENT (s)

CORAM:- HON'BLE MRS.JUSTICE LISA GILL

Present: Mr. Gautam Dutt, Advocate and
Mr. Navraj S.Mahal, Advocate
for the petitioner.

Mr. Anmol Singh Sandhu, AAG, Punjab.

Mr. Tushar Vijan, Advocate
for the complainant.

1. Whether reporters of local papers may be allowed to see the judgment?
2. To be referred to the reporters or not?
3. Whether the judgment should be reported in the digest?

LISA GILL, J.

This order shall dispose of CRM No.M-15914 of 2016 (Kapil

CRM No.M-15914 of 2016 and a connected case

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Chopra v. State of Punjab) and CRM No.M-15147 of 2016 (Kapil Chopra v. State of Punjab).

CRM No.M-15914 of 2016 has been filed by the petitioner seeking anticipatory bail in FIR No.80 dated 11.12.2015 under Sections 406/498A IPC, registered at Police Station Women Cell, Jalandhar. CRM No.M-15147 of 2016 has been filed for quashing of order dated 02.04.2016 passed by the learned Judicial Magistrate First Class, Jalandhar declaring the petitioner a proclaimed offender.

It is submitted that order dated 02.04.2016 was passed by the learned trial court in violation of the settled principles of law. Moreover, the matter has been amicably resolved between the parties before the Mediation and Conciliation Centre of this Court, the terms and conditions thereof have been reduced into writing on 16.03.2018. The settlement/agreement dated 16.03.2018 is attached with the file of CRM No.M-15914 of 2016. The petitioner and his wife have agreed to part ways. The relevant terms and conditions of the settlement/agreement read as under:-

“8. The following settlement has been arrived at between the parties hereto:

- a) Both the parties have agreed to dissolve the matrimonial ties amicably. The first party has agreed to pay Rs.45,00,000/- (Rupees Forty Five Lacs only) to the second party Shruti Chopra alongiwith minor daughter namely Punyaa as permanent alimony (past, present and future maintenance) and compensation of all the gift articles including Istridhan of the second party as a full and final settlement of all the disputes between the parties. In view of one time settlement, any maintenance awarded by the Court to the second party will not be claimed by her in future. Moreover, the

second party alongwith her daughter will not claim any right in the property of first party and his family members for all times to come. The above-said amount of Rs.45,00,000/- (Rupees Forty Five Lacs only) shall be divided into two categories, out of which Rs.20,00,000/- (Rupees Twenty Lacs only) will go to wife Shruti and Rs. 25,00,000/- (Rupees Twenty Five Lacs only) will go to daughter Punyaa in the shape of FDR.

- i) An amount of Rs.5,00,000/- (Rupees Five Lacs only) by way of Demand Draft would be paid by the first party-Kapil Chopra to the second party-Shruti Chopra at the time of filing of the petition under Section 482 Cr.P.C. for quashing of FIR No.80 dated 11.12.2015. The said petition shall be filed on or before 30.04.2018.
- ii) Another amount of Rs.5,00,000/- (Rupees Five Lacs only) by way of Demand Draft would be paid by the first party-Kapil Chopra to the second party-Shruti Chopra at the time of quashing of FIR No. 190 dated 15.10.2014.
- iii) An amount of Rs.10,00,000/- (Rupees Ten Lacs only) by way of Demand Draft would be paid by the first party-Kapil Chopra to the second party-Shruti Chopra at the time of filing of petition under Section 13-B of Hindu Marriage Act. It is agreed between the parties that the petition shall be filed jointly by the parties at Delhi. It is further agreed that the first party will pay a sum of Rs. 25,000/- to the second party as travel and litigation expenses; provided the second party has to come to Delhi for a single time. If the second party is required to come for a second time, then in that case the first party is liable to pay Rs.10,000/- as expenses. Parties will co-operate with each other in filing the petition. The said petition will be filed on or before 30.04.2018. The first party will get the petition drafted and will send copy of it by e-mail to the second party so that she can go through it and they can mutually decided when the same is to be filed. The abovesaid

amount so agreed shall be deposited by way of electronic transfer in her bank account by the first party before her visit to Delhi for the purpose of filing the petition as well as making statement.

- iv) The amount of Rs.25,00,000/- (Rupees Twenty Five Lacs only) shall be in the form of FDR in the name of daughter Punyaa under the guardianship of mother Shruti. The said FDR shall be till the time Punyaa turns 21 years of age. It is agreed between the parties that the mother Shruti-Second party is entitled to withdraw interest accrued to the said amount annually, which will be used by her for the education and other expenses of daughter Punyaa. The original of FDR shall be handed over to second party at the time of the quashing of FIR No.80 dated 11.12.2015. The principal amount of Rs.25,00,000/- shall be released only when the daughter Punyaa turns 21 years.
- v) As regard the custody of the child, it will remain with the mother Shruti for all times to come. However, keeping in view the betterment of child, the parties have agreed to certain visitation rights, which are as under :-
- (a) The first party can meet his daughter twice a month i.e. from 2nd Friday till Sunday and 4th Friday till Sunday. The first party pick his daughter up from Hotel Raddisson, Jalandhar around 5.00 in the evening on Friday and will hand over the daughter back in the custody of her mother by Sunday 4.00 P.M. The said visitation will be subject to well-being of the child. It may so happen initially that she may be reluctant in going but with the passage of time the bonding will definitely grow between father and daughter.
- b) As regard summer vacations and winter vacations, it is agreed between the parties that the first party can take his daughter with him to Delhi for 10 days in summer vacations and for 5 days in winter vacations. If any of the party wants to go abroad alongwith their daughter then in that case, either of the party

will share the complete details of the country they are visiting, copy of the air tickets, visa details as well as boarding and lodging will be shared. They will keep in touch through whatsapp or any other mode of communication. In case of going abroad, the time period will be 15 days. In case any requirement of signatures of first party are required for Punyaa's passport, he has no objection and if there is need for him to be personally present, he will be available.

- c) As regard the birthday of Punyaa, it will be celebrated by the parties in the alternate years i.e. this year it will be celebrated with mother and next year with father. Parties have mutually agreed that they will try to celebrate the birthday of their daughter together.
- vi) It is agreed between the parties that both parties alongwith their family members will withdraw all the cases filed by them against each other or their family members on or before 30th of August, 2018.
- vi) It is agreed by the second party that she has no objection if the FIRs registered against the first party and his family members i.e. Rajiv Chopra, Sarita Chopra and Sanjeev Chopra are quashed. The second party has agreed to make a statement before the Court regarding her no objection or can submit her affidavit in that regard.
- vii) The second party has agreed to vacate Flat No.707 Highland Apartments, Vasundhra Enclave, Delhi-96 by 31.7.2018 and will hand over the keys to the first party after taking into custody her belongings (Istridhan) i.e. clothes, crockery, book rack and other articles.
- viii) As regard the locker No.52, in Bank of Baroda, Vasudhra Enclave, Delhi-96 is concerned, the jewellery which belongs to Shruti-second party i.e. given by her parents at the time of her wedding will be released to her as identified in list provided by

the parties, which is appended as **Annexure A-1**. The said articles are marked as **PC**. The rest of the articles shall be kept in sealed box signed by both husband and wife which will remain in the bank locker till the time the daughter attains the age of 18 years. Once the daughter turns 18, she can accompany her mother to Delhi and can take the jewellery from the bank locker. The first party has no objection to it and fairly consented that he will make himself available and if he is unable to come then he has no objection if the same is withdrawn by the daughter and the mother (Shruti). The said jewellery is only for the daughter and nobody else. The said locker will be operated only once before 30.04.2018 when the second party can take out her jewellery as per Annexure-A and rest will remain there. Both the parties have agreed that neither of them will operate the bank locker and they will give a letter in writing to the bank regarding that.

- ix) The first party has further agreed that he will return two pendant sets and a diamond ring given by the second party to the sister of first party. The said articles shall be returned at the time when second party will the vacant possession of the flat with keys. In case the first party is unable to return the articles, in that case the first party will give a sum of Rs.1,26,000/- (Rupees One Lac Twenty Six Thousand only) as total valuation of the said articles.
- x) The articles which are surrendered by the first party to the Investigating Officer, P.S. Women Cell, Jalandhar, the same shall be released to the second party by taking appropriate orders from the Court.
- xi) An amount of Rs.50,000/- has been deposited as litigation expenses by the first party on the directions of the Hon'ble Court and the same shall be released to the second party after taking appropriate orders from the Hon'ble Court.
- b) Both the parties have undertaken and agreed that they will not file any other case against each other or their family members from

today itself qua the present matrimonial dispute. Moreover, they will not threat each other telephonically or otherwise and will not harass and interfere in each other's life directly or indirectly. After the decree of divorce, both the parties are free to carry on their lives in the manner they like.

- c) That the terms of settlement shall be binding on both the parties as well as all the family members of both the parties. If the first party backs out from the terms of present settlement, the amount so paid by first party shall be forfeited and the second party will be at liberty to take recourse of law. In the same manner, if the second party backs out from the terms then the second party will liable to pay double the amount received by her.”

The petitioner and the complainant, duly identified by their counsel, are present in Court. The factum of the settlement arrived at between them is affirmed and verified. It is submitted by both of them that in case there is any requirement for variation regarding the number of days to be spent by the minor child with the petitioner, the same shall be decided amongst them in a consensual manner keeping in view the wishes of the minor child as well, if required. The complainant clarifies that the period of visitation shall however not be reduced in any manner. The complainant submits that she has no objection in case both these petitions are allowed subject to the petitioner strictly adhering to the terms and conditions of the settlement. The complainant undertakes to perform her part of the settlement. The petitioner undertakes to abide by the terms and conditions of the settlement in letter and spirit.

Learned counsel for the State, on instructions from SI Kulwant Kaur, verifies that the petitioner has joined investigation. There are no allegations on behalf of the State that the petitioner is likely to abscond, if

released on bail.

Keeping in view the facts and circumstances as above but without commenting upon or expressing any opinion on the merits of the case, both the petitions are allowed. Petitioner has joined investigation, order dated 02.04.2016 is set aside and order dated 09.05.2016 passed in CRM No.M-15914 of 2016 is made absolute.

It is clarified that none of the observations made hereinabove shall be construed to be a reflection on the merits of the case. The same are solely confined for the purpose of decision of the present petition.

March 23 , 2018.
'om'

(LISA GILL)
JUDGE

Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No