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

% Judgment delivered on: 05.12.2018

+ BAIL APPLN. 167/2018

POOJA DUGGAL

..... Petitioner

versus

THE STATE GOVT. OF NCT OF DELHI

..... Respondent

Advocates who appeared in this case:

For the Petitioner : Mr. Jitender Tanwar, Advocate

For the Respondent : Ms. Kusum Dhalla, APP for the State with ASI Ram
Kishan
Mr. O.P. Panwar, Adv. for complainant

CORAM:-

HON'BLE MR JUSTICE SANJEEV SACHDEVA

JUDGMENT

05.12.2018

SANJEEV SACHDEVA, J. (ORAL)

BAIL APPLN. 167/2018

1. Petitioner seeks anticipatory bail in FIR No.315/2017 under Sections 420/406/34 IPC, Police Station Mehrauli.

2. It is alleged in the FIR by the complainant that in the year 2013, there was an Agreement entered into by him with the petitioner for purchase of a particular flat. It is contended that he has paid Rs.7 lakhs pursuant to the Agreement, however, later on, it transpired that the property has been sold to someone else by the proposed sellers.

3. Learned counsel for the petitioner contends that even as per the allegations in the FIR, the petitioner is alleged to have only witnessed the said transaction. Further, it is contended that the transaction is of year 2013 and the complaint has been lodged after four years.

4. Learned counsel submits that as on date, even assuming some money was paid, the right to recover has lapsed by prescription. He further submits that nature of the allegation is purely civil.

5. The petitioner was granted interim protection by order dated 22.01.2018, subject to joining investigation.

6. Learned Addl. PP, under instructions from the Investigating Officer, submits that the petitioner did join investigation as and when were required by the Investigating Officer.

7. Parties were thereafter referred to mediation by order dated 11.09.2018. Settlement agreement dated 25.10.2018 has been entered into between the parties before Delhi High Court Mediation & Conciliation Centre.

8. Parties are present in person in Court. They confirm that the disputes have been settled.

9. Settlement agreement records the terms of settlement in the following manner:

“a) The first party has acknowledged and admitted the liability of Rs.7,00,000/- (Rupees Seven Lakhs Only) and has accordingly agreed to pay back the entire principal sum of Rs.7,00,000/- (Rupees Seven Lakhs Only) to the complainant / second party Mr.

Dharmender Mahto in full and final settlement of all the claims of the second party / complainant in the following manner:-

i) Out of Rs. 7,00,000/- (Rupees Seven Lakhs Only) the first party shall pay a sum of Rs.3,00,000/- on or before 30.06.2019.

ii) The first party shall further pay a sum of Rs.3,00,000/- (Rupees Three Lakhs Only) on or before 31.12.2019.

iii) The first party shall pay the balance amount of Rs. 1,00,000/- (Rupees One Lakh Only) on or before 28.02.2020.

b) In case, the first party fails to pay the aforesaid settlement mount in the manner as stated above, the first party shall be further liable to pay interest on, the due amount @ 12% p.a. w.e.f. 01.01.2019 and/or 01.07.2019 and/or 01.01.2020 in accordance with the manner described in 6(a) (i); 6(a) (ii) and 6(a) (iii) respectively, as the case may be, to the actual date of payment.

c) The second party / complainant shall not object to the grant of bail to the first party by the Hon'ble High Court of Delhi in the present Bail Application No. 167/2018 relating FIR No. 315/2017 u/s 420/406/34 IPG registered with P.S. Mehrauli, Delhi.

d) The parties have agreed to give a copy of the present Settlement Agreement to the Investigating Officer in FIR No. 315/2017 u/s 420/406/34 IPG registered with P.8. Mehrauli, Delhi for necessary and appropriate action in accordance with the law."

10. Petitioner who is present in person in Court submits that she shall make the payments in terms of the agreement/as per the schedule agreed upon.

11. Learned counsel for the respondent/complainant submits that in view

of the settlement, he does not oppose the application for grant of bail.

12. In view of the above, the petition is disposed of with the directions that, in the event of arrest, the petitioner shall be released on bail on his furnishing a bail bond in the sum of Rs. 10,000/- with one surety of the like amount to the satisfaction of the Arresting Officer/Investigating Officer/SHO concerned.

13. The petitioner shall not do anything which may prejudice either the prosecution witnesses or the trial. The petitioner shall not leave the country without the permission of the Trial Court. The petitioner shall not endeavour to contact either the complainant or his family.

14. The petition is, accordingly, disposed of in the above terms.

15. Order Dasti under the signatures of the Court Master.

DECEMBER 05, 2018
'rs'

SANJEEV SACHDEVA, J