

\$~17

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

+ CRL.M.C. 527/2015

KAVITA AHLAWAT

..... Petitioner

Through: Learned counsel for the petitioner.

versus

STATE (NCT OF DELHI) & ANR

..... Respondent

Through: Mr. Panna Lal Sharma, APP for State
with SI Arun Kumar, PS Bhajan Pura.
Mr. Braham Singh, Mr. Rohit
Vidhudi, Advs. for R-2.

CORAM:

HON'BLE MS. JUSTICE ANU MALHOTRA

ORDER

% **21.03.2018**

Vide the present petition, the applicant seeks the cancellation of anticipatory bail granted to the respondent no.2 vide order dated 08.08.2014 in Bail Appln. 1574/2013 submitting to the effect that the directions therein have not been complied with by the petitioner and seeks that directions be also issued for recovery of the arrears of maintenance amount and for deduction of the maintenance amount from the salary account of the accused on the 7th day of each calendar month and for payment of legal cost of Rs. 22,000/-.

Vide order dated 08.08.2014 of this Court in Bail Appln. 1574/2013, order dated 30.04.2014 had been directed that in the event of arrest, the petitioner was admitted to bail on his furnishing a personal bond in the sum of Rs.15,000/- with one surety of the like amount subject to the satisfaction of the Investigating Officer with further condition that the petitioner would join the investigation as and when summoned by the Investigating Officer. The said order dated 08.08.2014 also indicates that the petitioner therein i.e.

the respondent no.2 herein undertook to clear all arrears within a period of two months from the date 08.08.2014 and undertook to abide by the terms therein and to pay a sum of Rs. 8,500/- per month on or before 7th day of each calendar month. Vide order dated 30.04.2014 in the said bail application, the petitioner therein had been directed to pay a sum of Rs.10,000/- as interim maintenance to the petitioner and to their minor children which was to be paid on or before 7th day of each calendar month with the arrears to be cleared within a period of six weeks from the said date.

In view of the submissions that have been made on behalf of either side with the petitioner having submitted that the said directions had not been complied with as imposed vide order dated 08.08.2014 qua the interim maintenance of Rs. 8,500/- per month which is stated to be interim maintenance in terms of order dated 08.08.2014 as directed in Bail Appln. 1574/2013, with it having been submitted on behalf of the petitioner that there is no compliance in relation thereto, which was refuted on behalf of the respondent no.2, vide order dated 23.02.2018, the calculation sheet was directed to be submitted by either side in relation to their submissions. The calculation sheet has been so submitted now on behalf of the respondent no.2 which indicates that as on 28.02.2018 there was a balance of sum of Rs. 23,500/- to be paid by the respondent no.2 to the complainant qua which it has been submitted by the learned counsel for the respondent no.2 that a sum of Rs.10,000/- has been deposited on 17.03.2018 and according to the respondent no.2, a balance sum of Rs.13,500/- is yet to be paid. The calculation sheet that has been submitted on behalf of the petitioner indicates that as on 07.03.2018 the only outstanding amount is Rs.16,000/-. As it has

been conceded on behalf of the respondent no.2 that the balance of the interim maintenance to be paid is to the tune of Rs. 13,500/-, the same be deposited within a period of two weeks and as apparently the basic submission made on behalf of the complainant/petitioner is to the effect that the interim maintenance is not being paid on or before 7th day of each consecutive calendar month which is refuted on behalf of the respondent no.2, it is directed that the interim maintenance in terms of order dated 08.08.2014, which is stated on behalf of either side to be Rs. 8,500/- be deposited into the account of the complainant Ms. Kavita Ahlawat i.e. A/c No. 87912200099229, Syndicate Bank, Branch-Khekra District-Bagpat, UP on or before the 7th day of each consecutive calendar month commencing w.e.f. April, 2018.

In reply to a specific Court query it has been submitted on behalf of the petitioner and the respondent no.2 that the petitioner had already been granted regular bail by the learned trial Court.

Taking the totality of the circumstances of the case into account, the respondent no.2 is directed to abide by the directions as adverted to hereinabove of depositing the interim maintenance on or before the 7th day of each consecutive calendar month w.e.f. April, 2018 into the account of the petitioner. Presently there are no grounds for cancellation of the anticipatory bail granted vide order dated 08.08.2014 in Bail Appln. 1574/2013 nor for imposition of any costs in relation thereto.

The petition is disposed of accordingly.

ANU MALHOTRA, J

MARCH 21, 2018/vm