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

\+ CRL.M.C. 2031/2017

ANSHIKA MITTAL @ ANSHIKA GUPTA ..... Petitioner

Through Mr. Vivek Aggarwal, Adv

versus

THE STATE & ANR ..... Respondents

Through Dr. M.P. Singh, APP for State
WSI Rakhi, PS Rani Bagh
Mr. Sunil Chaudhary, Adv for R-2

CORAM:
HON'BLE MR. JUSTICE A.K. PATHAK

O R D E R

% 05.10.2018

Petitioner and respondent no.2 were married on 12th February, 2011, as per Hindu rites and ceremonies. Their relation became strained with the passage of time which led to filing of various civil and criminal litigations between them including the FIR No.355/2012 under sections 506/323/341/34 IPC at police station Rani Bagh on the complaint of petitioner.

Respondent no.2 filed an application for grant of anticipatory bail. During the pendency of the said application, matter was settled between the petitioner and respondent no.2 before the Delhi High Court Mediation & Conciliation Centre on 7th November, 2014. Relevant terms of settlement read as under:-

> a. It is jointly agreed between the parties that the First Party will pay a total sum of Rs.60,00,000/- (Rupees

Sixty Lakhs only) towards settlement of all claims, disputes and differences to the Second Party.

b. That out of the above mentioned sum of Rs.60,00,000/-(Rupees Sixty Lakhs only), the First Party Nishant Gupta (husband) shall pay a some of Rs.10,00,000/- (Rupees Ten Lacs only) to Ms. Anshika Gupta (wife/complainant) by way of cash/demand Drafts on or before 10.11.2014 which is the next date of hearing before the Hon'ble High Court of Delhi in the Bail Appn.No.749/2014. Further on the said date, the parties shall jointly request the Hon'ble High Court of Delhi to release the of sum of Rs.10,00,000/- (Rupees Ten Lakhs only) along with the interest thereon which is lying deposited with the Registrar General of Delhi High court in terms of the order dated 19.05.2014 passed by Hon'ble High Court at Delhi in Bail Appn. No.749/2014 in favour of the Second Party.

c. It is agreed that both the parties shall make a request to the Hon'ble Court to direct the concerned Investigating Officer /SHO of Police Station Rani Bagh, to release the keys of one room situated in property bearing No.C-3/24, Rajasthali Apartment, Madhuvan Chowk, Pitampura, Delhi, to the First Party.

d. It is further agreed that the First Party, Nishant Gupta (husband) and the Second Party Ms.Anshika Gupta (wife/complainant) shall file a joint petition for divorce by mutual consent under Section 13 B (1) of the Hindu marriage Act within four weeks from today. The First Party shall pay a sum of Rs.15,00,000/- (Rupees Fifteen Lacs only) to the Second Party at the time of recording of the statement before the Hon'ble Court at the time of the first motion.

e. It is further agreed that both the parties i.e Nishant gupta (husband) and Ms.Anshika Gupta (wife/complainant) shall jointly file the second motion within the stipulated time. The First Party shall pay to the Second Party a sum of Rs.15,00,000/- (Rs. Fiftenn Lakhs only) by way of Demand Draft at the time of recording of

the statement of the parties before the Hon'ble Court at the time of the second motion.

f. It is further agreed that the petition for quashing of the FIR No.355/2012 shall be filed before the Hon'ble High Court of Delhi at the earliest after grant of divorce by mutual consent.

g. That upon the quashing of the FIR No.355/2012, the First Party shall pay the remaining sum of Rs.10,00,000/- (Rupees Ten lacs only) to the Second Party.

10. All payments shall be made by the First Party to the Second Party by way of Demand Draft/ Pay Order drawn on a scheduled Bank and payable at Delhi/New Delhi.

11. Both parties hereby undertake that they will not interfere in each others' professional and personal lives either directly or indirectly.

12. It is further agreed that after the receipt of the sum of Rs.60,00,000/- (Rs. Sixty Lakhs only) as mentioned in the above paragraphs, towards full and final settlement of past and present disputes between the parties, nothing hereinafter shall be claimed by the parties against each other and all disputes, allegations and claims between the parties will stand withdrawn. It is hereby made clear and agreed that the Second Party has settled all the claims pertaining to stridhan, maintenance, property etc by way of this agreement as against the First Party.

In view of the above settlement, anticipatory bail was granted to respondent no.2 vide order dated 10th November, 2014.

It is not in dispute that Clauses 'C to E' have been complied with in as much as marriage of petitioner and respondent no.2 has already been dissolved. In terms of settlement, ₹50 lacs has to be paid by the respondent no.2, in phases.

Grievance of the petitioner is that respondent no.2 is avoiding

to pay ₹10 lacs which was to be paid at the time of quashing of the FIR. Learned counsel for the petitioner submits that petition for quashing of the FIR was duly signed by the petitioner and handed over to respondent no.2 for filing the same. However, respondent no.2 did not file the same as he does not want to pay ₹10 lacs. Learned counsel for the respondent no.2 disputes this fact. According to him petitioner did not give signed petition to him.

Be that as it may, a specific query was put to the learned counsel for respondent no.2 as to whether respondent no.2 is willing to deposit ₹10 lacs with the Registrar General of this Court within a week in view of the fact that learned counsel for the petitioner has assured that he would give the petition for quashing of FIR duly signed by the attorney of the petitioner, within one week.

Learned counsel for the respondent no.2 submits that ₹10 lacs would not be deposited within one week and respondent no.2 may pay this amount in six months.

The above statement of learned counsel for the respondent no.2 supports the contention of the petitioner that the respondent no.2 has no inclination to pay ₹10 lacs to petitioner, more so when marriage has already been dissolved.

Keeping in mind the conduct of respondent no.2, anticipatory bail which was granted to him in view of the mediation settlement, is cancelled.

Petition is disposed of in above terms. *Dasti*.

A.K. PATHAK, J

OCTOBER 05, 2018/*sm*