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

+ **BAIL APPLN. 1587/2019**

SONIA DUA

..... Petitioner

Through Mr.Sachin Datta, Sr. Adv. with
Mr.Lal Singh Thakur, Mr.Sankalp
Barhma & Mr.Ankit Kakkar, Advs.

versus

THE STATE (GOVT. OF NCT OF DELHI) Respondent

Through Mr. Hirein Sharma, APP for State.
SI Murtuja Khan PS EOW.

CORAM:

HON'BLE MR. JUSTICE SURESH KUMAR KAIT

ORDER

% **02.03.2020**

Crl.M.A. 3041/2020

On 16.10.2019, husband of the petitioner, who is co-accused in the case, was present in Court and submitted that he shall pay an amount of Rs.60 lakhs plus interest @ 7.5% per annum from July, 2012 till the date of realisation in favour of the victim i.e. Mr. Purshotam Anand within four months.

The respondent, who was also present in Court, had agreed that after compliance of aforesaid commitment, he would have no objection if the FIR in question is quashed thereafter. He further agreed that he shall withdraw all the cases against petitioner and her husband.

Thereafter, petitioner filed Crl.M.A. 3041 of 2020 whereby he sought for extension of time for payment pursuant to order dated 16.10.2019. To this effect, detailed order was passed on 10.02.2020 and pursuant to the said order, counsel for respondent/victim is present in Court and submits that petitioner is habitual in making false statements and is not complying with previous directions issued by this Court.

On 10.02.2020, petitioner had produced three post-dated cheques amounting to Rs.64 lakhs and submitted that if even a single cheque is dishonoured, this Court may send him behind bars under the Contempt of Court Act.

Learned counsel for petitioner has also agreed that interest amount as directed by this Court shall be cleared by September, 2020 and has assured this Court that upon non-compliance of any of the directions issued by this Court, he shall be liable as mentioned above.

Learned counsel appearing on behalf of respondent victim submits that total amount due was Rs.3 crores, however, they accepted the settlement on an amount of Rs.60 lakhs plus interest @ 7.5% p.a. from July, 2012. He submits that if any of the cheque is dishonoured, the said settlement as agreed vide order dated 16.10.2019 stands null and void.

This Court agrees with the submission of counsel for the victim and it is made clear that if even a single cheque is dishonoured, the settlement arrived at between the parties shall be null and void.

Petitioner has handed over post-dated cheques of Rs.64 lakhs and same have been accepted by counsel for the victim.

In view of above, no further order is required to be passed, at this stage.

Accordingly, application is disposed of.

On any default on the part of petitioner, liberty is granted to respondent to approach this Court.

SURESH KUMAR KAIT, J

MARCH 02, 2020

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