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

% *Date of decision: 12.10.2022*

\+ **EFA(OS) 6/2020 & & CM APPL. 38687/2022**

MANISH GUPTA ......Appellant

Through: Mr Siddharth Dutta, Ms Gunjan Malhotra & Ms Nawang Chuney, Advs. with Mr Manish Gupta, Appellant in person.

versus

AMEEKA GUPTA @ AMEEKA KAURA ......Respondent

Through: Mr Sanjeev Mahajan & Mr Sarthak Chiller, Advs.
Mr Joydip Bhattacharya, Adv. for HDFC Life Insurance Company.

CORAM:
HON'BLE MR JUSTICE RAJIV SHAKDHER
HON'BLE MS JUSTICE TARA VITASTA GANJU
[Physical Hearing/Hybrid Hearing (as per request)]

RAJIV SHAKDHER, J.: (ORAL)

1. Mr Joydip Bhattacharya, who appears on behalf of the HDFC Life Insurance Company, has returned with instructions.

1.1 According to Mr Bhattacharya, the proceeds of the policy referred to in paragraph 2.1 against serial no. 2, in our order dated 02.09.2022, can only be released on the maturity date i.e., 03.10.2023, in view of the regulations framed by Insurance Regulatory and Development Authority (IRDA).

1.2 It is Mr Bhattacharya's submission, that the assured amount will earn interest, up until the date of maturity i.e., 03.10.2023.

1.3 In sum, Mr Bhattacharya says, that interest that would accrue, and charges, if any levied, will align with the terms of the subject policy.

2. Insofar as the other aspect of the matter is concerned, which is the release of proceeds with respect to the policy referred to against serial no. 3 in paragraph 2.1 of our order dated 02.09.2022, we had put to Mr Siddharth Dutta, learned counsel who appears on behalf of the appellant, on the previous date i.e., 06.10.2022, that having regard to the amount in issue, whether the appellant would be willing to deposit the said amount.

2.1 This suggestion was made, as on the previous date, the representative of the company concerned was not present in Court.

2.2 We may also note, that this suggestion was made across the bar, although in the presence of the appellant.

3. Mr Dutta, in consonance with the suggestion, has returned with a pay order, drawn in favour of the Registrar General of this Court, amounting to Rs. 3,76,550/-, bearing no. 148171 dated 11.10.2022.

3.1 Mr Dutta says that this will obviate the need for proceeds of the said policy to be remitted to this Court.

4. Furthermore, Mr Dutta has also, once again, brought to the Court the other pay order, which was presented before us on the previous date i.e., 06.10.2022, the details of which are provided in paragraph 1 of the order passed on that date i.e., 06.10.2022. The details of the said pay order are set forth, once again, for the sake of convenience:

> ***"Pay order bearing no. 148161 dated 04.10.2022 amounting to Rs 19,45,100/-."***

4.1 This pay order is also drawn in favour of the Registrar General of this Court.

5. In view of the aforesaid, the direction contained in our order dated 02.09.2022, with regard to the policy referred to against serial no. 3 in paragraph 2.1, shall stand withdrawn. The details of this policy are extracted hereafter:

S.No.	Particulars	Value Number	Maturity Date	Reimbursable amount as on date
3.	Reliance Life Classic Plan II (SP)	72581684	15.03.2028	3,76,514.93/-

6. Accordingly, for the moment, the Registry will remit the amounts, which are reflected in the two pay orders referred to hereinabove, after liquidating the same, to the following account:

> *"Ameeka Gupta, A/c No. 0911923689NRO*
> *Kotak Mahindra Bank, JMD Regent Square,*
> *Mehrauli Road, Gurgaon.*
> *IFSC Code – KKBK0000261"*

7. Furthermore, we reiterate the direction contained in paragraph 2 of our order dated 20.01.2022, when the settlement was arrived at between the parties. This direction required, that the monies paid by the appellant would be exclusively used for the benefit of the children of the parties i.e., Master Sumair and Miss Seher.

8. Mr Sanjeev Mahajan, who appears on behalf of the respondent, says that the said direction will be duly complied with.

9. We may also note, that the respondent i.e., Ms Ameeka Gupta @ Ameeka Kaura has joined the proceedings, *albeit*, *via* video-conferencing (VC) from London.

10. Since the settlement, as forged between the parties, reflected in our order dated 20.01.2022 has gone through, there is one last bit that needs to be addressed, which is the request of the appellant, that he should be allowed to interact with the children.

10.1 Since the children are located in London, and are presently residing with the respondent, we are of the view, that for the moment, the following directions should suffice:

(i) The respondent will have the children interface with the appellant *via* VC on Saturday i.e., 15.10.2022 at 4:00 PM [Indian Standard Time (IST)].

(ii) The meeting will be supervised by a senior lady mediator. The mediator will take the assistance of a child psychologist. The first meeting will be held in two sessions. The first session will involve interaction of the child psychologist with the girl child i.e., Miss Seher. Once the child psychologist takes the view that it would be appropriate for the appellant to interact with Miss Seher, in the second session, the appellant will have the liberty to interact with Miss Seher.

(iii) Insofar as the boy child i.e., Master Sumair is concerned, interaction between the appellant and him will occur under the supervision of the mediator and the child psychologist.

(iv) The parties, along with the mediator, will decide as to the frequency of interaction(s) that the appellant can have with the children.

11. The Court master will deposit the aforementioned pay orders with the Registry.

12. The appeal is disposed of in the aforesaid terms.

13. Pending applications stand also stand closed.

14. Parties will act based on the digitally signed copy of the order.

(RAJIV SHAKDHER)
JUDGE

(TARA VITASTA GANJU)
JUDGE

OCTOBER 12, 2022/r