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

% **Date of decision: 10th July, 2024**

+ **CONT.CAS(C) 1385/2023**

SMT. GAURI BHALLAPetitioner

Through: **Mr.Punit Vinay, Advocate with
petitioner (through VC).**

versus

SH. ASHISH BHALLA & ORS.Respondents

Through: **Mr.Chandan Gupta, Advocate
for R-1 with R-1 in person.**

CORAM:

HON'BLE MR. JUSTICE DHARMESH SHARMA

DHARMESH SHARMA, J. (ORAL)

CM APPL. 16065/2024, CM APPL. 25451/2024

1. The petitioner is seeking restoration of the Contempt Petition as also modification of the order dated 30.11.2023, passed by this Court.
2. On notice, learned counsel for the respondents has filed a reply.
3. Having heard the learned counsels for the parties present, including respondent No.1, who is present in the Court, as well as the petitioner who appeared through video conferencing from Melbourne, Australia, it would be expedient to reproduce the order dated 30.11.2023 passed by this Court, which reads as under:

“1. This is a petition seeking initiation of contempt proceedings against the respondents for violation of the Settlement Agreement dated 28.02.2019 and order dated 29.05.2019 passed by this Court. The Settlement Agreement was recorded in the order dated 29.05.2019 passed in CRL.M.C. 2392/2019. Relevant clauses of the said settlement Agreement reads as under:



"2. That the parties have also agreed to live as husband and wife in Sydney, Australia as soon as possible preferably from 1st week of April, 2019, where Ashish has agreed to take an independent two bedroom apartment for their cohabitation.

5. Ashish undertakes to provide Gauri food, shelter, accommodation, clothes and all the amenities as a wife and shall not force her to do any job or shall not create any such situation where she is forced to take up any job. It will be upto Gauri to keep herself busy by taking up any hobby or do any other activity which she would like to pursue. On the other hand, Gauri has undertaken that she will perform all the household chores as any housewife would. Gauri also undertakes that she will budget and adjust all expenses according to her husband's salary who is the only single earning member of their household in a expensive city like Sydney (Australia).

6. Ashish and Gauri shall live together as husband and wife and Ashish Bhalla has agreed not to voluntarily abandon Gauri under any circumstances in Australia or any place in the world wherever they may reside in future. On the other hand if Ashish does voluntarily abandon or desert Gauri then she would be entitled to revive the contempt proceedings and all other proceedings filed by Gauri which are being withdrawn/adjourned sine die and/or sought to be quashed on the basis of this Settlement Agreement.

7. In the circumstances Ashish in future voluntarily deserts or abandons Gauri Bhalla then Ashish Bhalla shall also be liable to pay Rs. 25,000/- as interim maintenance per month fixed vide order dated 21.03.2018 passed by the Hon'ble High Court since the date of filing of CRL.M.C. No. 1404/2018 from 28.06.2016 excluding the period parties will reside together in future as above. It is being put on record that Gauri has only being paid Rs. 50,000/- as interim maintenance till date out of Rs. 8,25,000/- which has accrued till date as per Order dated 21.03.2018 passed by Hon'ble Delhi High Court."

2. It is stated by the petitioner who appears in person through video conferencing that the respondent has moved out of the matrimonial home, is not residing with the petitioner and is having another relationship. It is further stated that the respondent has voluntarily abandoned and deserted the petitioner.

3. On the other hand, the respondent who also appears in person states that he has complied with the settlement in its right earnest.



The respondent and the petitioner were living together as husband and wife till 19.09.2022 wherein the petitioner made a complaint for sexual assault against the respondent. It is stated by the respondent that the allegations in the complaint are patently false but had he continued to stay with the petitioner he would have been arrested. Hence, it is not a case of voluntary abandonment by the respondent but only because of the allegations of the petitioner that the respondent had to move out of the house.

4. In addition, the respondent further states that he is continuing to pay the installment for the house which is about 2300 Australian Dollars per month along with all the bills i.e. electricity, water, maintenance, etc. which are about 1000 Australian Dollars per month. The respondent undertakes to pay the same till the matter is finally adjudicated by the Australian Court. The respondent further states that as and when divorce and financial settlement is granted by the Australian Court the petitioner would be entitled to half the assets of the respondent of which the petitioner's share would be about 120,000 to 140,000 Australian Dollars.

5. The respondent further undertakes to pay to the petitioner, 1000 Australian Dollars per month starting from November, 2023 on or before 7th of every month towards food, cloth and other amenities till the time the matter is adjudicated by the Australian Courts.

6. I am of the view that there is no intentional and malafide violation of Clauses reproduced above since the respondent had to move out of the residence on account of the complaint filed by the petitioner. The respondent is also looking after petitioner's housing, food and other needs.

7. Taking the statement of the respondent on record and binding him to the same, the present contempt petition is disposed of.

8. In case, the respondent violates any of the terms above, the petitioner will be at liberty to revive the present contempt petition.

9. The documents handed over in Court today are taken on record."

4. Learned counsel for the petitioner has alluded to the initial Memorandum of Settlement dated 28.02.2019 arrived at between the parties before the Delhi High Court Mediation and Conciliation Centre and submits that respondent No.1 is liable to make payment of Rs. 7,75,000/- in terms of Clause (7) of the aforesaid settlement agreement dated 28.02.2019, which clause reads as under:

"7. In the circumstance Ashish in future voluntarily deserts or abandons Gauri Bhalla then Ashish Bhalla shall also be liable to



pay Rs. 25,000/- as interim maintenance per month fixed vide order dated 21.03.2018 passed by the Hon'ble Delhi High Court since the date of filing CRL. M.C. No. 1404/2018 from 28.06.2016 excluding the period parties will reside together in future as above. It is being put on record that Gauri has only being paid Rs. 50,000/- as interim maintenance till date out of Rs. 8,25,000/- which was accrued till date as per Order dated 21.03.2018 passed by the Hon'ble Delhi High Court.”

5. Shorn off unnecessary details, pursuant to the settlement arrived at between the parties, they withdrew the cases against each other pending in different Courts in Delhi and they went back to Melbourne, Australia to resume their matrimonial relationship. Unfortunately marital bickering for the reasons attributable by the parties to each other surfaced and they have been residing separately.

6. Learned counsel for the petitioner fairly conceded that respondent No.1 is complying with the directions to make payment of \$ 1000 (Australian Dollars) towards payment of insallments of the house purchased by them in Australia as also paying amount of \$ 1000 (Australia Dollars) to the petitioner towards her maintenance. The respondent No.1 is agreeable to make payment of Rs. 7,75,000/-. However, he points out that petitioner is also getting allowances from the Australian government.

7. It appears that divorce proceedings have been initiated in Melbourne, Australia, which are subjudice before the competent court. The respondent No.1 undertakes that he would pay the amount of Rs. 7,75,000/- to the petitioner when the matter comes up for hearing before the Court in Melbourne, Australia.

8. In view of the above, this Court finds no ground to review or modify the earlier order dated 30.11.2023. The application for



restoration of the Contempt Petition as well as modification are accordingly dismissed.

CM APPL. 30222/2024

9. The respondent No.1 shall be bound to make payment of the aforesaid amount to the petitioner in equivalent Australian Dollars. The application bearing CM APPL. 30222/2024 stands disposed of accordingly.

DHARMESH SHARMA, J.

JULY 10, 2024

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