

\$~

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

+ **CONT.CAS(C) 900/2019 & CM APPL. 17644/2020**

NEERAJ

..... Petitioner

Through: Ms. Charu Ambwani, Adv.

versus

ARVIND SINGH

..... Respondent

Through: Mr. Rahul Rohtagi, Adv. with
Respondent in person

%

Reserved on: 20th January, 2022

Date of Decision: 14th February, 2023

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

J U D G M E N T

MANMEET PRITAM SINGH ARORA, J:

1. The present petition has been filed by the Petitioner, wife, alleging wilful violation of the judgment and order dated 20.12.2018, passed by a Coordinate Bench of this Court, in CRL. REV. P. 476/2015, whereby the said revision petition was disposed of in terms of the settlement deed dated 20.12.2018, executed between the parties.

2. Learned counsel for the Petitioner states that the Respondent, husband, had preferred the criminal revision proceedings against the order dated 29.08.2014 passed by ASJ, South East District, Saket Courts ('Trial Court') in CA No. 19/2014, whereby the Trial Court confirmed/upheld the order dated 28.06.2013, wherein a maintenance of Rs. 14,000/- was fixed in favour of the Petitioner, wife, and the two daughters of the parties. She states that

the Petitioner, wife, filed two execution proceedings, seeking enforcement of the order dated 28.06.2013, which are pending adjudication.

3. She states that during the pendency of the said revision petition before the Coordinate Bench of this Court, the parties entered into a settlement deed dated 20.12.2018, in terms whereof, the Respondent undertook to make a total payment of Rs. 35,00,000/- towards full and final settlement, to the Petitioner, in two (2) instalments, in the following manner:-

- a. First instalment of Rs. 15,00,000/- was to be paid to the Petitioner, at the time of filing of first motion of mutual divorce petition, on or before 20.12.2019; and
- b. Second instalment of Rs. 20,00,000/- was to be paid to the Petitioner, at the time of filing of second motion of mutual divorce petition, on or before 30.04.2019.

4. She states that Respondent failed to make the payments within the time period stipulated in the said settlement deed dated 20.12.2018, and only a part-payment of Rs. 8,80,000/- was made till the date of filing of the present contempt petition. She states that in the execution proceedings, pending before the Mahila Court, Saket Courts ('Executing Court'), the Court directed the Respondent to make payment of the entire remaining amount along with interest at the rate of 8%, to the Petitioner, wife. She states that however, the Respondent failed to make payment of the remaining amount and on 13.09.2019, the Executing Court attached the Respondent's property for the recovery of the arrears.

5. She states that a further a payment of Rs. 4,00,000/- was made by the Respondent vide Demand Draft bearing no. 942997 and dated 23.07.2020, which was encashed by the Petitioner on 18.08.2020.

6. She states that thereafter, this Court vide its order dated 24.02.2021, recorded that the property attached in terms of the Executing Court's order dated 13.09.2019, is likely to be sold to prospective buyers and the proceeds received from the sale of the said property shall be adjusted towards the arrears. She states that *vide* paragraph 6 of the order dated 24.02.2021, this Court further directed that out of the sale consideration, a sum of Rs. 3,00,000/- be kept aside as security towards interest.
7. She states that this Court vide its order dated 25.05.2022, directed the Executing Court to sell the attached property in order to make payment of the maintenance amount to the Petitioner herein. She states that the Executing Court vide its order dated 08.08.2022, passed necessary directions and sale of the attached property was concluded.
8. She states that a sum of Rs. 25,00,000/- has been paid to the Petitioner from the sale proceeds of the attached property.
9. She states that in this manner after struggling for 4 years out of total sum of Rs. 35,00,000/- (as per the settlement deed dated 20.12.2018) + Rs. 3,00,000/- (as per order dated 24.02.2021), the Petitioner herein has admittedly received a sum of Rs. 37,80,000/-.
10. She states that as per the Report of the Civil Nazir before the Executing Court, an amount of Rs. 25,72,000/- out of total amount of Rs. 35,00,000/- was outstanding.
11. She states that this Court in its order dated 06.09.2022 has recorded that a sum of Rs. 25,00,000/- was received by the Petitioner and the Respondent was directed to deposit the remaining amount of Rs. 72,000/- with the Registrar General, Delhi High Court, which has been deposited by the Respondent herein.

12. She states that the sum of Rs. 72,000/- deposited with the Registrar General of this Court, be released to the Petitioner and the present petition be disposed of in view of the receipt of the said payments. She states that the Petitioner does not seek any further directions against the Respondent.

13. In reply, learned counsel for the Respondent disputes the Petitioner's entitlement to Rs. 72,000/-. He states that the Petitioner, herself has admitted to receipt of a total sum of Rs. 37,80,000/- in her favour. He states that if the said amount of Rs. 72,000/- is released in favour of the Petitioner herein, then she would be in receipt of a total sum of Rs. 38,52,000/-, which is in excess to the total amount payable to the Petitioner.

14. He further referred to a payment of Rs. 5,03,883/- received by the Petitioner from the Army Air Defence Records on 04.04.2017.

15. This Court has considered the submissions of the parties and perused the paper book.

16. At the outset, with respect to the Respondent's plea of payment of Rs. 5,03,883/- to the Petitioner, it is noted that as per copy of the Army Air Defence Records, annexed with the Respondent's reply dated 25.01.2023, it is clearly stated that the aforesaid amount stood paid to the Petitioner in the year 2017 i.e., way before the execution of settlement deed dated 20.12.2018 and therefore, cannot be considered as payment towards settlement or for the adjudication of present proceedings.

17. The Respondent was liable to pay a sum of Rs. 35,00,000/- to the Petitioner in terms of the settlement deed dated 20.12.2018 on the following dates: -

- a. Rs. 15,00,000/- on or before 20.02.2019.
- b. Rs. 20,00,000/- on or before 30.04.2019.

18. It is a matter of record that the Respondent defaulted in making the payments as per the settlement deed and therefore, the Petitioner was constrained to pursue execution proceedings and file the present contempt petition for last 4 years.

19. In the aforesaid circumstances, this Court on 24.02.2021 directed that a sum of Rs.3,00,000/- shall be kept as a security towards interest on the amount outstanding and due and payable to the Petitioner. The Petitioner was therefore entitled to receive a total sum of Rs. 38,00,000/-.

20. It was after pursuing and prosecuting these legal proceedings that the Petitioner herein has finally received the sum of Rs. 37,80,000/-. The Petitioner was made to run from pillar to post for payment of the settlement amount.

21. That out of the sum of Rs. 72,000/- deposited with the Registrar General, a sum of Rs. 20,000/- is admittedly due and payable to the Petitioner to make up for the shortfall in the sum of Rs.38,00,000/-. Accordingly, it cannot be disputed that a sum of Rs. 20,000/- is due and payable to the Petitioner under the orders of this Court.

22. That after accounting for the aforesaid payment of Rs. 20,000/- a sum of Rs. 38,00,000/- shall stand paid to the Petitioner. Thus, taking on record the fact of the aforesaid payments and the statement of the Petitioner that she does not seek any further directions against the Respondent for his wilful violation of the settlement deed dated 20.12.2018 and order dated 20.12.2018, this Court disposes of the present petition, with costs of Rs. 52,000/- in favour of the Petitioner herein.

23. The outstanding sum of Rs. 20,000/- and the cost of Rs. 52,000/- shall be paid to the Petitioner from the demand draft bearing no. 146005 and dated

20.09.2022, deposited by the Respondent with the Registrar General of this Court, within a period of one week.

24. The pending applications stand disposed of.

MANMEET PRITAM SINGH ARORA, J

FEBRAURY 14, 2023

rhc/aa

