



**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

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COCP-3781-2023 (O&M)
Date of Decision:-13.05.2026

Hari Singh and others

... Petitioners

Versus

Ansuiya Yadav and another

... Respondents

CORAM: HON'BLE MR. JUSTICE PANKAJ JAIN

Present:- Mr. Naveen S. Bhardwaj, Advocate and
Ms. Mehak Sawhney, Advocate for the petitioners.

Mr. Deepak Balyan, Advocate and
Mr. Vicky Chauhan, Advocate for respondent No.1.

Mr. B.S. Rana, Senior Advocate with
Mr. Nayandeep Rana, Advocate and
Mr. **Arpit Kumar Bangar**, Advocate for respondent No.2.

PANKAJ JAIN, J. (Oral)

1. On 17.2.2026, this Court passed the following order:

“The instant contempt petition alleges willful disobedience of order dated 30.12.2020 (Annexure P-1) passed by the Court of Judicial Magistrate 1 Class, Gurugram, order dated 15.02.2021 (Annexure P-2) passed by the Court of Judicial Magistrate 1" Class, Pataudi and order dated 12.02.2021 (Annexure P-3) passed by the Court of Additional Sessions Judge, Gurugram and for the willful disobedience of undertaking dated 30.12.2020 (Annexure P-7) and 15.02.2021 (Annexure P-8) given before the Judicial Magistrate 1st Class, Gurugram.



2. The marriage of plaintiff no.3 was solemnized with respondent No.1 on 19.02.2011. FIR No. 526 dated 11.11.2019, was registered at Police Station Bilaspur, District Gurugram, under Sections 406, 506, 498-A, 323, 377 and 34 IPC, on a complaint having been submitted by respondent No.1.

3. Anticipatory bail applications filed by petitioners No.1 and 2 were allowed whereas that instituted by petitioner no.3 was dismissed, as a result of which he surrendered.

4. During the course of hearing of the regular bail application of petitioner No.3, respondent No.2, who is the brother of respondent No.1 was representing respondent No.1. An amicable settlement is stated to have been arrived at between the parties wherein it was decided that a sum of Rs.1.50 Crores would be paid by the petitioners to respondent No.1 as full and final settlement and that the parties would thereafter get their marriage dissolved by way of mutual consent.

5. On the basis of the said settlement, interim bail was granted to petitioner No.3 on 30.12.2020. The amount of Rs.1.50 Crores was paid by way of three demand drafts in favour of respondent No.1, which were handed over to respondent No.2, against full and final settlement of all claims.

6. Initially, statements of the father of petitioner No.3 (petitioner no.1) and respondent No.2 were recorded on 30.12.2020 before the Judicial Magistrate 1st Class, Gurugram, in which it was stated as under:-

"Statement of Sh. Hari Singh s/o Sh. Net Ram, R/o C/o Sh. Jasbir Singh Deswal, Ram Singh Firm House No.8. Getorney 100 feet road, New Delhi-110030, permanent R/o Milage Naya Gao, Tehsil Kosli, District Rewari.

On SA

Stated that I on behalf of my son, am ready to settle the complainant claim after transferring amount of Rs. 1.5 crore



in lieu of full and final settlement for dissolution of marriage by mutual consent. Therefore, I pray that my son (accused) may kindly be released on interim bail for a period of 45 days so that the above said amount be arranged and transferred in the account of complainant or by way of demand draft.

RO&AC

**Sd/- (Punjeet Limbha)
D/JMFC/Gurugram
30.12.2020**

Statement of Sh. Ashwani Kumar s/o Sh. Omkar Singh, R/o village Jamalpur, District Gurugram (on behalf of the complainant)

On SA

Stated that I have no objection if the interim bail is considered by this court in lieu of the above said condition, I also have no objection to settle, all disputes for the above said amount and for dissolution of marriage by mutual consent in light of the above said settlement.

RO&AC

**Sd/- (Punjeet Limbha)
D/JMFC/Gurugram
30.12.2020"**

7. Subsequently, the statement of petitioner No.3 and that of respondent no.2 was again recorded before the Area Magistrate, in which it was stated as under:-

"Statement of Ashwini Kumar s/o Omkar Singh R/o Vill. Jamalpur, Gurgaon.

On SA

Statement is made that I am elder brother of the Complainant and according to the Settlement reached with accused; I have received Bank Draft of Rs. 1.5 Crores on behalf of Complainant which are for Full and Final Settlement of all Claims and Disputes. After this,



Complainant is ready to dissolve marriage of complainant and accused Padam Singh by way of mutual divorce. For this Complainant is ready to give the custody of the child to the father Padam Singh Both the parties are bound to file mutual divorce within 7 days. Custody of the child will be handed over to the father Padam Singh during signature of Second Motion.

RO & AC

- sd-.
Advocate

- sd-.
Ashwini.
Kumar

- sd-.
Area
Magistrate
15.02.2021

XXXXXXXX

State vs. Padam Singh

Statement of Padam Singh s/o Hari Singh Farm house no.8, 100 Feet road, c/o Jasbir Singh Deshwal, Ghitorni New Delhi.

On SA

Statement is made that I have given Demand Draft of Rs. 1.5 Crores through the Counsel of the Complainant to the brother of the Complainant, Ashwini Kumar through counsel on 12.02.2021 for Full and Final Settlement of all Claims and Disputes. That I am ready to take mutual divorce from the Complainant. That I am ready to take custody of my son Himaksh and take responsibility for his upbringing and education. I will be bound by this compromise with the Complainant. Kindly grant regular bail.

RO & AC

- sd-.
Advocate

- sd-.
Ashwini.
Kumar

- sd-.
Area
Magistrate
15.02.2021 "



8. *Concededly, three demand drafts amounting to Rs.1.5 Crores in the name of respondent No.1 were handed over to respondent No.2 and the same were encashed.*

9. *However, subsequently, though a petition for divorce by way of mutual consent was instituted, respondent No.1 backed out from the same claiming that the facts stated in the same were wrong. In the petition instituted by the petitioners for quashing of the FIR also, initially a statement was given by learned Senior Counsel representing respondent No.1 that she was ready to refund the amount of Rs.1.5 Crores. This statement was given on 12.07.2023. However, on 25.08.2023, it was stated that respondent No.1 (respondent No.2 therein) was not inclined to refund the amount of Rs.1.5 Crores because this amount had been agreed to be paid only for the purpose of finalizing the divorce petition and the same was never meant for the purpose of quashing of the FIR. A stand was in fact taken that the total amount which had to be received by respondent No.1 was Rs.3 Crores.*

10. *At the time of arguments, learned counsel for the petitioners referred to all the aforesaid orders and submitted that the action of the respondents amounts to willful disobedience of the orders passed by the Court and that they have misused and abused the process of law.*

11. *Per contra, it was maintained by learned Senior Counsel representing the respondents that the settlement had been arrived at for a sum of Rs.3 Crores and that the statement made by the brother of respondent No.1 did not bind her. It was also stated that he had not given any statement before the Court as regards refund of Rs.1.5 Crores and that it had erroneously been so recorded by the Coordinate Bench. When a query was put as to why, under the circumstances, no application for modification of the said order had ever been moved, though a period of two and half years has gone by and the quashing petition is still pending, it was stated by learned*



Senior Counsel that he did not wish to state anything further as regards the same.

12. *From the sequence of events and the orders referred to in the preceding paragraphs, this Court is of the prima facie opinion that the respondents have committed willful disobedience of the orders passed by the Courts on the basis of the statements given by the parties. This Court, for the present, is not inclined to accept that respondent No.1 was not bound by the statement made by respondent No.2. Under the circumstances, this Court intends to frame charges against the respondents.*

13. *Respondents are, therefore, called upon to remain present in person on the next date of hearing which is fixed as 06.03.2026.*

To be taken up in the urgents.”

2. Pursuant to passing of the aforesaid order, respondent No.1 – Ansuiya Yadav has filed affidavit. The affidavit filed by respondent No.1 is taken on record. She undertakes to remain present and make statement as per settlement in the quashing petition pending before this Court i.e. CRM-M-19566-2021 titled ‘*Hari Singh and another Versus State of Haryana and another*’ arising out of FIR No.374 dated 09.09.2020 registered for offences punishable under Sections 195(a), 323 & 506 of Indian Penal Code, Police Station Pataudi, District Gurugram. She also undertakes to suffer statement as per settlement in FIR No.526 dated 11.11.2019 registered for offences punishable under Sections 406, 506, 498-A, 323, 377, 120-B & 34 of Indian Penal Code, Police Station Bilaspur, District Gurugram.
3. Since the parties agreed to let bygones be bygones and have settled the entire dispute, petitioner also undertakes to withdraw the complaint case bearing No.COMI/92 of 2024 filed alleging offences under Sections 200, 205, 284,



385, 389, 406 & 420 of Indian Penal Code titled '*Hari Singh Versus Ansuya and another*' pending before learned Trial Court, Gurugram.

4. Respondent No.2 – Ashwani Kumar son of Shri Omkar Singh, who is present in person, also undertakes to withdraw any complaint/case filed by him against the petitioners and not to initiate any proceedings against them in future.
5. As per the settlement, the custody of minor child namely Himaksh was to be with the father. The minor child is presently in custody of the mother. The settlement is modified accordingly. The mother is allowed to keep the custody of the minor child.
6. Father of the child i.e. petitioner No.3 – Padam Singh has expressed concern about future of minor child Himaksh. To allay the same, the mother undertakes to deposit an amount of Rs.50 lakhs in fixed deposit to be utilized for the benefit of Himaksh.
7. Accordingly, it is ordered that the mother shall deposit the said amount i.e. Rs.50 lakhs in fixed deposit with a Nationalized Bank within a period of 30 days from today and furnish copy of the fixed deposit certificate with this Court.
8. The mother shall not be entitled to withdraw any amount from such fixed deposit including interest accrued thereon. However, in case some amount is required for the higher studies of the minor child Himaksh, she may move an appropriate application before this Court seeking permission to withdraw the money. Such withdrawal will be allowed only out of the interest accrued



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on such fixed deposit. The money shall be released to Himaksh only after he attains the age of 21 years.

- 9. The parties undertake not to initiate any proceedings against each other in the future. The aforesaid order has been passed with the consent of both the parties, who are present in person alongwith their counsel.
- 10. In case, any party violates any of the terms as spelled out hereinabove, the opposite party shall be at liberty to initiate proceedings alleging Contempt of Court.
- 11. **Disposed off** accordingly.

13.05.2026
Pankaj

(PANKAJ JAIN)
JUDGE

Whether speaking /reasoned	Yes / No
Whether Reportable	Yes / No