



2026:DHC:4627



\$~113

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

%

Date of Decision: 19.05.2026

+

CONT.CAS(C) 698/2025 and CM APPL.46511/2025

MEGHNA BHAGAT

.....Petitioner

Through: Mr. H.L. Tiku (Sr. Adv) along with
Ms. Yashmeet Kaur, Mr. Hitesh
Wadhwa, Mr. Rahul R., Advs.

versus

SHRI DHRUV BHAGAT

.....Respondent

Through: Mr. Shivesh P. Singh, Mr. Rohit
Shukla, Mr. Krishna gopal, Advs.

CORAM:**HON'BLE MR. JUSTICE SACHIN DATTA****SACHIN DATTA, J. (ORAL)**

1. The present petition has been filed by the petitioner alleging wilful disobedience/ non-compliance of the terms of a Settlement Deed dated 17.10.2012 entered into between the parties.
2. The statement of the parties undertaking to abide by the said settlement deed was recorded by the concerned Family Court on 19.10.2012 in HMA No. 987/2012 and on 29.04.2013 in HMA no. 449/2013. Concededly, in terms of the said settlement deed and the undertaking given before the Family Court, the respondent is liable to pay a monthly amount of Rs. 1.3 Lakhs to the petitioner.
3. It transpires that till June 2020, the respondent paid an amount of Rs. 1.3 Lakhs per month to the petitioner and thereafter the amount paid by the respondent to the petitioner was reduced to Rs. 1.25 Lakhs per month.



4. Learned senior counsel on behalf of the petitioner confines to seeking that subject to the outcome of the pending proceedings in the concerned Family Court and subject to the outcome of respondent's modification application filed therein, the respondent continues to adhere to the arrangement to pay Rs. 1.25 Lakhs per month to the petitioner.

5. It transpires that with effect from January, 2025 the respondent has been paying only Rs. 65,000/- per month to the petitioner. However, on 03.12.2025 this Court in the present proceedings, *inter alia*, directed as under:-

7. Thus, the maintenance was due towards residential rented accommodation. In these circumstances, the respondent is directed to pay the balance amount of Rs. 60,000/- from the month of January 2025, till September 2025, as an interim measure, within a period of four weeks.

6. The aforesaid directions were duly complied with by the respondent. Accordingly, the maintenance amount paid for the month of January, 2025 till September, 2025 was @ Rs. 1.25 Lakhs per month (after payment of the aforesaid amount in terms of Paragraph-7 of the order dated 03.12.2025).

7. Considering the circumstances, with the consent of parties the following directions are issued: -

- i. In line with the monthly maintenance amount paid during the period January, 2025 till September, 2025, for the period October, 2025 onwards, the respondent shall be liable to pay monthly maintenance amount of Rs. 1.25 lakhs to the petitioner. Out of the same, after adjusting the amount already paid (i.e., Rs. 65,000/- per month), the differential amount/arrears for the period between October, 2025 and



2026:DHC:4627



May, 2026 shall be paid to the petitioner within a period of eight weeks from today.

- ii. With effect from June, 2026 the respondent shall pay to the petitioner the sum of Rs. 1.25 Lakhs per month.
 - iii. It is agreed that the aforesaid shall be subject to the outcome of the modification application filed by the respondent before the concerned Family Court. While adjudicating the same, the concerned Family Court shall take into consideration the plea of the respondent that excess payments have been made by him to the petitioner. In case of such eventuality, the said excess payment shall necessarily be taken into account by the Family Court for the future period. Necessarily, the modification application of the petitioner shall also be duly considered by the concerned Family Court.
 - iv. It is agreed by respective counsel for the parties that they shall jointly request the Family Court to expedite consideration of the pending modification applications. The Family Court shall make an endeavour to accommodate the said request.
8. With the aforesaid directions, the petition is disposed of. Pending application also stands disposed of.

SACHIN DATTA, J

MAY 19, 2026/uk