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

\# **CNR No. DLHC010308562024**

\+ CONT.CAS(C) 867/2024, CM APPL. 2246/2026

JYOTI SINGH .....Petitioner

Through: Appearance not given.

versus

SUBASH KUMAR SINGH .....Respondent

Through: Mr. Tej Pratap and Ms. Khushi Kamwal, Advocates with Respondent in-person.

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

O R D E R

% 13.10.2026

1. Contempt Petition under Sections 11 and 12 of Contempt of Court Act has been filed on behalf of the Petitioner against the Respondent for willful violation of Orders dated 07.09.2018 & 24.01.2020 in HMA No.951/2018 passed by learned Family Courts, along with terms and conditions of Settlement Deed dated 15.01.2018.

2. It is submitted that parties had entered into Settlement Deed dated 15.01.2018, after which, first motion of divorce under Section 13B(1) of Hindu Marriage Act was presented vide HMA Petition No.951/2018, wherein parties endorsed the terms of the settlement and gave their statements, on the basis of which first motion of divorce was granted by the Court vide Judgment dated 07.09.2018.

3. Thereafter, Resopndent defaulted in coming forth to abide by the terms of the Settlement Agreement and file Second Motion Petition. The

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matter was again taken up and on 24.01.2020, parties gave joint statement that they would abide by the terms of the Settlement, despite which, Respondent failed to come forth for signing the Second Motion. It is therefore, claimed that Respondent is in breach of Settlement Agreement dated 15.01.2018 and undertaking given before the Court and therefore, is liable for contempt.

4. Learned counsel for the Respondent submits that in terms of Settlement Agreement dated 15.01.2018, total amount of Rs.20,00,000/- was agreed to be paid to the Petitioner towards maintenance, out of which Rs.1,00,000/- were paid at the time of Settlement Agreement and Rs.19,00,000/- were to be paid at the time of recording of Second Motion.

5. It was further agreed that the Resopndent shall pay actual amount of school fee and expenses of the child and that he would give Rs.10,000/- per month for the personal expenses of the child against appropriate receipts. It was further agreed that parties shall not file any Complaint against each other before any Forum in respect of the dispute and parties shall withdraw their respective cases, pending against each other on or before 28.02.2019.

6. According to the Respondent, he did not come forth for Second Motion, because of the cases and Complaint were to be closed on or before 28.02.2019, which was not done by the Petitioner.

Submissions heard.

7. The record shows that Application for closure of CAW Cell Complaint was filed by the Petitioner subsequently, on 22.04.2019.

8. It is pertinent to note that since settlement did not materialize, Petitioner filed proceedings under DV Act in 2022. She also got her CAW Cell Complaint revived on 31.08.2019 and FIR under Section 498A was

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registered in the year 2021.

9. Not only this, but Petitioner has filed a Divorce Petition, in which *ex-parte* divorce has been granted to her vide Judgment dated 01.03.2024. She had also Maintenance Petition under Section 125 of Cr.P.C. for herself and the child, wherein maintenance to the Petitioner has been denied, while Rs.30,000/- per month have been granted towards maintenance of the child.

10. According to the Petitioner, various Execution Petitions are pending, wherein arrears of about Rs.4,00,000/-, which are due and payable by the Respondent.

11. It is further submitted that even in the DV proceedings, recently, Petitioner has been awarded interim maintenance @ Rs.15,000/- per month.

12. In view of submissions made, it is evident that Petitioner's grievance is not that Respondent did not come forth for signing the Second Motion, but her basis grievance is with regard to non-payment of Rs.19,00,000/-, as had been agreed in Settlement Agreement dated 15.01.2018.

13. The record, however, shows that Petitioner has already availed her remedies of claiming maintenance for herself and the child and has got the maintenance for the child under Section 125 of Cr.P.C. and recently for herself also in DV Act.

14. From the entire compendium of facts and multiple litigations *inter-se* parties, it cannot be concluded that there is any willful or deliberate violation of the Orders of the Court. It is clear case of Settlement having broken down. Moreover, it was recorded in the Settlement itself that Resopndent paid Rs.1,00,000/- at the time of signing of Settlement, while Rs.19,00,000/- was agreed to be paid at the time of Second Motion, on account of financial constraints and nothing was payable at the time of First Motion, reflecting

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the financial constraints of the Respondent. There is nothing to show that the disobedience was willful and contumacious. Moreover, as on date, the *ex-parte* divorce has been taken by the Petitioner.

15. Not only this, Petitioner has already availed all her remedies available under law. The circumstances do not justify any action under Contempt of Courts Act.

16. Accordingly, the present Contempt Petition along with pending Applications, is disposed of.

NEENA BANSAL KRISHNA, J.

OCTOBER 13, 2026/*R*

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