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

% *Date of decision: 9th January, 2025*

+ **CRL.M.C. 6639/2018**

MS.SHIWALI SUMANPetitioner
 Through: Mr. Ajayinder Sangwan, Adv.
 (DHCLC)
 versus

1. THE STATERespondent No.1
 Through its Secretary
2. Mr. TARUN KUMARRespondent No.2
 S/o Shri Kailash Chand
 Through: Ms. Meenakshi Dahiya, APP for the
 State.
 Mr. Ravi Rai, Mr. Changez Khan and
 Mr. Yash Narain, Advocates for R-2.

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T (Oral)

CRL.M.A.8918/2019 (under Section 482 CrPC) and CRL.M.A. 8048/2019 (under Section 482 CrPC for directions) in CRL.M.C. 6639/2018

1. The Petition under Section 482 of the Code of Criminal Procedure, 1973 (*hereinafter referred to as 'CrPC'*) read with Article 227 of the Constitution of India, had been filed by the Petitioner, Ms. Shiwali Suman, the wife of the Respondent No. 2, to challenge the Order dated 24.11.2018 whereby the learned ASJ set aside the Order of the learned Metropolitan



Magistrate and granted permission to the Respondent No. 2, Mr. Tarun Kumar, the husband of the Petitioner, to travel abroad.

2. The said matter got disposed of *vide* Order dated 31.12.2018 by this Court by observing that the parties have settled their disputes, in terms of the Settlement Deed dated 27.09.2018 whereby the husband, Mr. Tarun Kumar, had agreed to pay an amount of Rs.22,00,000/- out of which Rs.9,30,000/- had been paid while the balance of Rs.12,70,000/- was directed to be deposited before the Registrar General of this Court.

3. It was also recorded that the Divorce Petition by Mutual Consent was undertaken to be filed by the parties. With these observations, it was directed that the parties shall strictly adhere to the terms of the Settlement and the matter was disposed of.

4. Thereafter, the Application bearing **CRL.M.A. 8048/2019 under Section 482 of the CrPC** was filed on behalf of the Petitioner, Ms. Shiwali Suman for release of Rs.12,70,000/-, which had been deposited before the Registrar General of this Court, in terms of the Settlement dated 31.12.2018.

5. It was asserted that this Application was countered by an Application bearing **CRL.M.A.8918/2019** under Section 482 of CrPC filed by the Respondent No. 2, Mr. Tarun Kumar, who claimed that the Petitioner *herein* has failed to abide by the terms and conditions of the Settlement and has not complied with the Order dated 31.12.2018. He, therefore, sought return of Rs.12,70,000/- that had been deposited by him, with the Registrar General of this Court.

6. *Both the parties are claiming the release of the said amount.*

7. The main grievance of the husband/Respondent No. 2, against release



of this amount to the Petitioner, is that she had not adhered to the timelines as agreed in the Settlement Deed dated 27.09.2018 and therefore, she has forfeited her right to claim the balance amount of Rs.12,70,000/-.

8. The Petitioner on the other hand, has asserted that she has complied with all the terms of the Settlement Deed; she is entitled to release of the amount.

9. **Submissions heard and the record perused.**

10. The Petitioner, Ms. Shiwali Suman got married to the Respondent No. 2, Mr. Tarun Kumar on 27.02.2017, according to Hindu Customs and Rites but because of temperamental differences, they got separated in February, 2018. Multiple litigations including FIR No. 130/2018 under Sections 498A/406/34 of the Indian Penal Code, 1860 (*hereinafter referred to as 'IPC'*) got filed.

11. Eventually, the parties settled their disputes *vide* Settlement Deed dated 27.09.2018 under which the parties agreed to take divorce by Mutual Consent. It was further agreed that the husband shall pay a total sum of Rs.22,00,000/- in different intervals as was stipulated in the Settlement Agreement. Consequent to this Settlement Deed, Rs.9,30,000/- got paid to the Petitioner, leaving a balance of Rs.12,70,000/-, which have deposited with the Registrar General of this Court.

12. Apparently, despite the disposal of the Petition *vide* Order dated 31.12.2018, subsequent differences arose between the parties and eventually, with the intervention of this Court, the terms of settlement were again crystalised *vide* Order dated 14.11.2022 under which the parties agreed for Divorce by Mutual Consent and also for quashing of FIR No.



130/2018. The parties further agreed that on quashing of FIR No. 130/2018, the balance amount deposited in Delhi High Court, shall be released to the Petitioner.

13. Admittedly, the Divorce by Mutual Consent, has been granted on 18.04.2023.

14. The question now is whether the Petitioner is entitled to release of Rs.12,70,000/-, which is lying deposited with the Registrar General of this Court. In this context, it is pertinent to observe that in the Settlement Deed dated 27.09.2018, the release of Rs.22,00,000/- was to be done in a phased manner at different stages of withdrawal of litigation, when the First Motion under Section 13B (1) of the Hindu Marriage Act, 1955 and the Second Motion for divorce under Section 13B (2) of the Hindu Marriage Act, 1955, got allowed.

15. It was specifically contemplated that balance sum of Rs.5,00,000/- shall be released to the Petitioner at the time of quashing of FIR No. 130/2018. Admittedly, the quashing of FIR No. 130/2018 has not taken place till date. According to the learned counsel for the Respondent No. 2, many a times, a 'No Objection' and signing of documents have been requested by the Petitioner, who has not been forthcoming. Since, it is she, who is not abiding by the terms of the Settlement, and again, retreated before this Court as recorded in the Order dated 14.11.2022, she is intentionally harassing the Respondent No. 2 and is, therefore, not entitled to the release of this amount.

16. It is evident that by and large, all the terms of the Settlement, have been complied with and a sum of Rs.9,30,000/- has already been released.



Now, that the Divorce by Mutual Consent has also been taken by the parties, she is entitled to release of the corresponding amount as agreed in the Settlement with only Rs.5,00,000/- to be retained, till the quashing of the FIR No. 130/2018.

17. The right of the Petitioner, to get the balance amount of Rs.7,70,000/- cannot be denied to her. Accordingly, it is directed that a sum of Rs.7,70,000/- be released to the Petitioner, from the sum which is lying deposited with the Registrar General of this Court.

18. Learned counsel for the Respondent No. 2 has submitted that he would be filing an Application for quashing of FIR No. 130/2018 within one month and the balance amount of Rs.5,00,000/- along with the entire interest which has accrued till now, may be released to the Petitioner.

19. In case, no Application for quashing of FIR No. 130/2018 is filed within two months, the Petitioner shall co-operate by giving her 'No Objection' for quashing of the FIR No. 130/2018 in terms of the Settlement dated 27.09.2018 and re-affirmed in this Court on 14.11.2022.

20. Nothing more survives in the present Applications, which are accordingly disposed of.

**(NEENA BANSAL KRISHNA)
JUDGE**

JANUARY 9, 2025/RS