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

+ **CONT.CAS(C) 699/2019**

PUSHPA GUGLANI

..... Petitioner

Through: Ms. Prabhsahay Kaur, *Amicus Curiae*
with Ms. Bhavna Vijay, Advocate and
Petitioner in person.

versus

AMIT GUGLANI

..... Respondent

Through: Ms Priyanka Sinha for Respondent
and Respondent in person.

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

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12.12.2022

1. This matter has come up for sentencing. A notice was put up outside the Court room stating that the present matter will be taken up at 01:00 PM and accordingly, the matter has been called out. However, none appears for the Respondent and thus, the matter is being passed over to be taken up at 02:30 PM.

2. When the matter was called out again at 2:30 P.M., learned counsel for the Respondent was present along with the Respondent. She states that in compliance with the directions contained in final judgment and order dated 24.07.2017 violation whereof is complained, the amount due and payable as on date, is a sum of Rs.1,13,379/- + Rs. 2,100/- i.e., a sum of Rs.1,15,479/-. A sum of Rs. 2,100/- has been paid to the Petitioner in cash today and for the amount Rs.1,13,379/-, a cheque bearing No. 586031 and dated



12.12.2022, drawn on Canara Bank, has been handed over to the Petitioner who is present in Court in person.

3. She states that the Respondent undertakes that the said cheque will be honoured on presentation. She states that in view of the aforesaid tender and the unconditional apology by the Respondent, the present proceedings may be disposed of, accepting the purge of contempt and the unconditional apology.

4. However, on the other hand, learned counsel for the Petitioner states that the Petitioner has been made to run pillar to post for seeking enforcement of the orders of maintenance passed by the Trial Court and upheld by the Appellate Court. She states that though a paltry sum of Rs. 3,000/- per month was initially fixed as maintenance, which was subsequently enhanced to Rs.10,000/- per month, there continues to remain arrears as on date. She states that the arrears as on date are for a sum of Rs.3,35,000/-. She states that the Petitioner is currently prosecuting three execution petitions before the Trial Court for recovery of these arrears of maintenance and that the Petitioner is not even confident that these monies will be recovered in those proceedings.

5. She further states that this is not the end of the Petitioner's agony because when the future maintenance becomes due and payable, as per law, the Petitioner will again have to file a fresh maintenance petition for recovery of the monthly maintenance of Rs.10,000/-. She states that therefore in these facts and circumstances, the apology tendered by the Respondent, Contemnor, is not genuine and is only a stratagem to close the present proceedings. She states that if such an apology would have been genuine, the Respondent would not have compelled the Petitioner to file an



execution petition every month for recovering her monthly maintenance, as fixed by the Trial Court and upheld by the Appellate Courts.

6. In reply, learned counsel for the Respondent states that as per the Respondent, the arrears of maintenance are Rs.2,60,000/- as on date. She further states that since only the order dated 24.07.2017, vide which penalty was imposed, is the subject matter of the present petition, the non-payment of maintenance should not be considered while disposing of this petition. She further states that the maintenance arrears will be cleared by the Respondent before the executing Court in those proceedings where the matter is next listed on 20.12.2022.

7. She states on instructions from the Respondent, who is present in Court, that he will take all necessary steps to satisfy the executing Court with a time bound schedule for the timely payment of the maintenance arrears. She states that while the Respondent is seeking leave to submit a schedule for payment of arrears, the Respondent undertakes that the payment of maintenance for the month of December, 2022 will be made without any delay. She states that though the maintenance arrears for the current month of December, 2022, had become due on 10.12.2022, she, on instructions from the Respondent, states that the monthly maintenance amount of Rs.10,000/- will be remitted to the Petitioner, on or before 17.12.2022.

8. The Respondent undertakes that he will similarly pay maintenance for successive months of January 2023, February 2023, March 2023 and so on, by the tenth of each calendar month, as has been directed by the Court vide its order dated 29.08.2018.

9. To obviate any ambiguity it is clarified that the amount of



Rs.1,15,479/- paid by the Respondent is towards penalty charges as determined vide order dated 24.07.2017 and is not liable to any adjustment from the maintenance or its arrears payable to the Petitioner. The learned counsel for the Respondent admits to the said fact and states there is no dispute in this regard.

10. In the facts and circumstances of the case, the counsel for the parties are directed to sit together and explore if any settlement can be arrived at between the parties. However, it is clarified that due to this observation made for exploring the settlement, neither party will seek any adjournment in any proceedings.

11. List the matter for consideration on 21.01.2023 to examine if the Respondent has complied with the statement made today with respect to payment of arrears and current maintenance.

MANMEET PRITAM SINGH ARORA, J
DECEMBER 12, 2022/msh/hp/aa