

IN THE HIGH COURT OF PUNJAB AND HARYANA CHANDIGARH

CRM-M-8050-2014

Decided on: 28.07.2015

Varun Bhatia and othersPetitioners

vs.

State of Haryana and anotherRespondents

Coram: Hon'ble Mr. Justice Mahesh Grover

Present: Mr. RKS Verka, Advocate for the petitioners.
Mr. Himmat Singh, A. A. G. Haryana.
Mr. P.K.Rohilla, Advocate for respondent no.2.

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Mahesh Grover, J

This is a petition under Section 482 of the Code of Criminal Procedure praying for quashing of FIR No. 41 dated 29.01.2014 under Sections 323, 406, 498-A, 506 read with Section 34 IPC registered at Police Station Samalkha District Panipat and and all consequential proceedings arising therefrom.

Matter had been referred to the Mediation and Conciliation Centre of this Court, wherein, the dispute has been settled in the following terms:

8. i) The parties have mutually agreed to part ways by getting the decree of divorce against each other on the basis of mutual consent. It has been decided between the parties that petition under Section 13-B shall be filed by the parties at Panipat on or before 30.05.2015.
- ii) It has been further agreed between the parties that an amount of Rs.4,60,000/- (Rupees Four Lacs and Sixty Thousand only) will be paid by the second party in the form of bank draft to the first party towards permanent alimony and maintenance (present and future) to the first party and her

minor daughter namely Mannat. It is also agreed that the above said amount shall be paid in three instalments. Half of this amount i.e Rs.2,30,000/- (Rupees Two Lacs and Thirty Thousand only) vide Bank Draft bearing No. 822760 dated 26.05.2015 in the name of Rekha Bhatia, payable at Panipat has been handed over by the second party to the first party today in Mediation Centre in presence of their counsels i.e 26.05.2015.

The second instalment of Rs.1,15,000/- (Rupees one lac and fifteen thousand only) would be paid by the second party to the first party on the date of filing divorce petition for mutual consent under Section 13-B of the Hindu Marriage Act before the Matrimonial Court / Family Court.

The third and final instalment of Rs.1,15,000/- (Rupees one lac and fifteen thousand only) shall be paid by the second party to first party at the time of grant decree of divorce by the Matrimonial Court / Family Court.

iii).It has been mutually decided by both the parties that the minor daughter 'Mannat' will remain in the custody of the first party (mother) Rekha in future and the father Varun Bhatia and his family members will have no concern with the minor daughter Mannat and they have no any visiting rights to see the daughter in future.

iv).Both the parties have mutually agreed to withdraw all the cases mentioned in para no.7 above on the date of hearing of the respective cases and the second party will file a petition of quashing of the FIR on the basis of compromise and the first party will appear in that quashing petition and is bound to make statement before the Hon'ble High Court.

v). It has been mutually agreed between the parties that a petition

for quashing the above said FIR shall be filed by the second party before the Hon'ble High Court on the basis this settlement/agreement after getting decree of divorce under Section 13-B of the Hindu Marriage Act from the competent Court. Ms. Rekha i.e the first party undertakes that she shall have no objection for the quashing of the above said FIR on the basis of this compromise on fulfilling of terms and conditions stated there. She further undertakes that she will execute an affidavit and make the statement, if required, before the Hon'ble Court for quashing the above-mentioned FIR as and when directed by the Hon'ble Court. It has been further agreed by the second party Ms.Rekha that she will not pursue the said FIR.

9. That the present settlement will be full and final and no further claim for any alimony/maintenance for herself and for her minor daughter will be claimed by the first party in any Court of law.

10. By signing this agreement the parties hereto state that they have no further claims or demands against each other with respect to the suit/claim/proceedings filed by both the parties in the different Courts of law and all the disputes and differences in this regard have been amicably settled by the parties hereto through the process of Conciliation/Mediation and shall not institute any other case against each other with reference to the present claim.

11. That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future. If any party violates any clause of the settlement/agreement, this agreement would be treated as void and it shall be treated as contempt of Court and the law shall take its course ipso facto.

12. That the parties to this agreement hereby state that they

have read over contents of the agreement, that they have understood the contents thereof and their execution of agreement is voluntary.

13. The execution of this agreement, each signatory acknowledges receipt of fully executed duplicate/original of this agreement.

14. That it has been further agreed between the parties that in case of necessity, both the parties shall be free to present the copy of the above compromise before any authority or Court if the same is required to witness the execution of the compromise or to settle any pending controversy between the parties.”

Learned counsel representing the petitioners and the respondents both have stated that the petition be disposed of in terms of the aforesaid compromise.

In view of the above, the instant petition is accepted. Consequently, FIR No. 41 dated 29.01.2014 under Sections 323, 406, 498-A, 506 read with Section 34 IPC registered at Police Station Samalkha District Panipat and all consequential proceedings arising therefrom against the petitioners are hereby quashed. Parties shall be bound by the terms and conditions of the compromise.

28.07.2015
mamta

(MAHESH GROVER)
JUDGE