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* IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 6th November, 2015

+ W.P.(CRL) 1320/2015

PARAMVIR SINGH & ORS

..... Petitioners

Through

Mr. Sanjay Suri, Advocate along with
petitioner no. 1

versus

STATE (DELHI ADMINISTRATION) & ANR Respondents

Through

Mr. Rahul Mehra, Standing Counsel
(Crl.) with Mr. Amrit Singh, Advocate
ASI Manju, P.S. Bindapur
Respondent no. 2/Complainant in-
person

CORAM:

HON'BLE MR JUSTICE SIDDHARTH MRIDUL

SIDDHARTH MRIDUL, J (ORAL)

1. The present is a petition under Article 226 of the Constitution of India read with Section 482 of the Code of Criminal Procedure, 1973 seeking quashing of FIR No. 408/2014 under Sections 406/498A/34 IPC registered at Police Station- Bindapur, Delhi and the proceedings arising therefrom.

2. The petitioner no. 1 (husband) and respondent no. 2 (wife) are present in Court and state that with the aid and assistance of counsel for the parties,

the parties to the union were able to arrive at an amicable resolution of their outstanding matrimonial dispute which fructified into a Memorandum of Understanding dated 10th September, 2015. The terms and condition of the said Memorandum of Understanding dated 10th September, 2015 were encapsulated in the order dated 10th September, 2015 of this Court and the same are reiterated hereinbelow:-

“XXXX

The said memorandum of understanding dated 10.09.2015 is taken on record and is exhibited with this order as Ex.C-1.

In a nutshell it has been agreed by and between the applicant husband and the complainant wife that the former shall pay to the latter a sum of Rs. 9 lacs in the aggregate towards all her claims qua the dissolution of the aforesaid marriage. The payments shall be deferred and are linked to various milestones as under:

STAGE	AMOUNT
At the time of settlement on 10.09.2015 before the Hon'ble High Court of Delhi in Crl.W.P.No. 1320 of 2015	Rs.3,00,000/- (Rupees Three Lakhs only)
At the time of recording of statement of parties before the Ld. ADJ Ludhiana Court	Rs.4,00,000/- (Rupees Four Lakhs Only)
OR	

Rs. 2,00,000/- at the time of recording of statements U/S 13(b)(i) HMA and Rs.2,00,000/- at the time of recording of statements U/S 3(b)(ii) HMA.	
At the time of Quashing of FIR No.408/14 P.S. Bindapur, U/S 498A/406/34 IPC before the Hon'ble High Court of Delhi at New Delhi	Rs.2,00,000/- (Rupees Two Lakhs Only)

In pursuance to the aforesaid memorandum of understanding dated 10.09.2015 a sum of Rs.2 lacs by way of demand draft No.222422 drawn on Bank of Baroda and a sum of Rs.1 lac in cash has already been handed over to the complainant wife. The complainant wife acknowledges receipt thereof subject to encashment of the demand draft.

The agreement entered into by and between the parties is lawful. The parties shall now abide by the terms thereof.”

3. Counsel appearing on behalf of the parties state that pursuant to the said Memorandum of Understanding dated 10th September, 2015, a sum of Rs. 5 lakhs has already been received by respondent no.2 (wife).

4. Counsel appearing on behalf of the petitioners states that as per the milestone payments as agreed by and between the parties, a sum of Rs. 2

lakhs has been brought to the Court in the shape of Demand Draft dated 5th November, 2015 bearing No. 222439 drawn on Bank of Baroda, Clock Tower Branch, Ludhiana – 141008, Punjab, in favour of respondent no. 2(wife) herein. Respondent No.2 (wife) acknowledges receipt thereof subject to its encashment.

5. The respondent no. 2/complainant (Wife) states that out of the sum of Rs. 9 lakhs, a total sum of Rs. 7 lakhs has been received by her till date.

6. Learned counsel appearing on behalf of the petitioners states that the balance sum of Rs. 2 lakhs shall be paid to respondent no. 2(wife) at the time of recording of statements of parties under Section 13(B)(ii) of Hindu Marriage Act, 1955 before the concerned Magistrate at Ludhiana.

7. Ordered accordingly.

8. The parties are directed to abide by the terms and conditions of the aforesaid Memorandum of Understanding dated 10th September, 2015 without demur.

9. In view of the foregoing, subject to the petitioner complying with the milestones payments as agreed by the aforesaid Memorandum of Understanding dated 10th September, 2015 i.e. paying the balance sum of Rs.

2 lakhs at the time of recording of statements of parties under Section 13(B)(ii) of Hindu Marriage Act, 1955 before the concerned Magistrate at Ludhiana, the subject FIR No. 408/2014 under Sections 406/498A/34 IPC registered at Police Station- Bindapur, Delhi and the proceedings arising therefrom are hereby set aside and quashed qua the petitioners.

10. With the above said directions, the writ petition is allowed and disposed of accordingly.

NOVEMBER 06, 2015
sd

SIDDHARTH MRIDUL, J