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IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 09.09.2015

W.P.(CRL) 1970/2015

DAN BAHADUR & ORS

..... Petitioners

Through: Mr. A.K. Pandey, Mr. Vikas Kumar
Sharma and Mr. Himanshu Yadav,
Advocates

versus

THE STATE OF NCT OF DELHI & ANR

..... Respondents

Through: Ms. Richa Kapoor, ASC (Criminal)
with Mr. Rohit Kaul, Advocate with
SI Mehrab Alam, PS- Khajuri Khas,
Delhi for R-1

Mr. R.P.S. Bhatti, Advocate for R-2

CORAM:

HON'BLE MR JUSTICE SIDDHARTH MRIDUL

SIDDHARTH MRIDUL, J (ORAL)

CRL.M.A.13133/2015 (Exemption)

Exemption granted subject to all just exceptions.

The application is disposed of accordingly.

W.P.(CRL) 1970/2015

1. The present is a petition under Article 226 of the Constitution of India read with Section 482 Cr.P.C., 1973 seeking quashing of FIR No.583/2013, under sections 498A/406/34 IPC, registered at Police Station- Khajuri Khas, Delhi and the proceedings arising therefrom.

2. The facts in brief are that on 12.12.2009 the petitioner No.1 (husband) and respondent No.2 (wife) got married according to Hindu rites and customs in Delhi. One male child, namely, Master Ujjwal alias Shorya was born out of the said wedlock on 28.03.2012 who is in the care and custody of respondent No.2 (wife). Subsequently, owing to temperamental and ideological differences the marriage is stated to have broken down.

3. On a complaint filed by the respondent No.2 (wife), the subject FIR was registered against the petitioner No.1 (husband) and his family members. Now, with the assistance of Delhi Mediation Centre, Karkardooma Courts, Delhi the parties have arrived at an amicable resolution of their marital disputes. The terms and conditions of the settlement agreement dated 22.08.2014 are as follows:-

- “1. It has been agreed between the parties that due to temperamental differences they are not able to stay together and have agreed to dissolve

their marriage by obtaining a decree of divorce by way of mutual consent.

2. It has been settled between the parties that the applicant/respondent/husband Sh. Dan Bahadur shall pay a total sum of Rs.3,25,000/- (Rupees Three Lacs Twenty Five Thousand Only) as well as one gold ring and one gold chain to the complainant/wife Smt. Anita towards full and final settlement of all her claims including Istridhan, maintenance (present, past and future) permanent alimony etc.
3. It has been further settled between the parties that respondent/husband shall pay Rs.75,000/- by way of DD/Pay Order/Cash as well as above-mentioned gold ring and gold chain to the complainant/wife on 26.08.2014 before the concerned court. It is further agreed between the parties that on the same day, the complainant/wife shall return the gold ear ring to the respondent/husband.
4. It has been further settled between the parties that respondent/husband shall pay Rs.1,00,000/- in the form of FD in the name of child Ujjwal @ Shorya wherein her mother Smt. Anita Shall stands as a nominee in the same and remain a guardian till the child attains the age of majority at the time of recording their statement in the first motion petition for divorce by way of mutual consent. The first motion petition shall be filed on or before 30.09.2014.
5. It has been further agreed between the parties that a sum of Rs.1,00,000/- shall be paid by respondent/husband to complainant/wife by way of DD/Cash at the time of recording their

statements in the second motion petition for divorce by way of mutual consent, which petition shall be filed by the parties within 15 days after expiry of the stipulated period.

6. It is further agreed that the last installment of Rs.50,000/- shall be paid by the respondent/husband to the complainant/wife at the time of quashing of FIR No.583/13, U/s 498A/406/34 IPC, PS Khajoori Khas before Hon'ble High Court of Delhi. The complainant/wife undertakes to extend her cooperation with the respondent/husband and his other family members for quashing of the above mentioned FIR. The quashing petition shall be filed jointly by the parties within a period of one month after dissolution of marriage by the competent court of law.
7. It is agreed that the complainant/wife shall withdraw above said two cases before filing of second motion petition for mutual divorce from the court concerned.
8. It has been agreed between the parties that complainant/wife shall have the absolute custody of child Ujjawal @ Shorya and respondent/husband shall have no right to claim custody of the same.
9. It is agreed that the complainant shall not oppose the above said bail application of the respondent husband from the court concerned.
10. It has been further agreed between the parties that after fulfillment of the terms and conditions of the present settlement, the parties shall be left

with no claim of any kind against each other in future.

11. It has been further agreed between the parties that besides the aforementioned cases, no other case/claim/dispute arising out of their marriage, would be found pending between the parties in any court of law, they shall respectively withdraw the same being settled qua the present settlement.
12. It has been further agreed between the parties that they will not interfere in the lives of each other and shall part ways amicably and there shall be no visitation right between them.
13. This settlement is arrived at between the parties voluntarily, without there being any pressure, coercion or threat or undue influence of any kind.
14. It is agreed that the parties shall remain bound by the aforesaid terms of settlement.”

4. Counsel for the parties as well as Ms. Richa Kapoor, learned Additional Standing Counsel (Criminal) state that the parties have already acted in pursuance to the aforesaid settlement agreement. A sum of Rs.2,75,000/- has already been received by the respondent No.2 (wife) till date. The balance sum of Rs.50,000/- has been handed over in cash to the respondent No.2 (wife). The respondent No.2 (wife) acknowledges receipt thereof.

5. The parties have already obtained a decree of divorce by mutual consent from the concerned Family Court. Respondent No.2 (wife) who is present in person and has been identified by IO SI Mehrab Alam, Police Station- Khajuri Khas, Delhi states that in view of the settlement agreement arrived at between the parties to the marriage, she is no longer keen to proceed with the subject FIR and the proceedings arising therefrom.

6. In the circumstances, since no useful purpose will be served by proceeding with the subject FIR on account of the parties having settled their disputes finally, without any undue influence, pressure or coercion, the FIR No.583/2013, under Sections 498A/406/34 IPC, registered at Police Station- Khajuri Khas, Delhi and the proceedings arising therefrom are hereby set aside and quashed qua all the petitioners subject to their depositing a sum of Rs.25,000/- with the Delhi High Court Legal Services Committee within a period of two weeks from today. The receipt of the said deposit shall be furnished to the concerned IO.

7. The writ petition is disposed of accordingly.

SIDDHARTH MRIDUL, J

SEPTEMBER 09, 2015

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