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* IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 9th September, 2015

+ **W.P.(CRL) 1942/2015**

PUNEET JAIN & ORS

..... Petitioners

Through

Mr. Rajeev Sharma, Advocate along
with petitioner no. 1

versus

STATE (NCT OF DELHI) & ANR

..... Respondents

Through

Ms. Kamna Vohra, ASC (Crl.)
SI Gaurav Chaudhary, P.S. Shahdara
Mr. Neeraj Gupta, Adv. for the
respondent no. 2/ complainant along
with respondent no. 2

CORAM:

HON'BLE MR JUSTICE SIDDHARTH MRIDUL

SIDDHARTH MRIDUL, J (ORAL)

Crl. MA No. 12981/2015 (Exemption)

1. Exemptions allowed subject to all just exceptions.
2. The application stands disposed of.

W.P.(CRL) 1942/2015 and Crl. MA No. 12980/2015 (Stay)

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. 399/2014

under Sections 406/498A/34 IPC read with Section 4 of Dowry Prohibition Act, 1961 registered at Police Station- Shahdara, Delhi and the proceedings arising therefrom.

2. The facts in brief are that the petitioner No.1 (husband) was married to respondent No.2 (wife) according to Hindu rites and ceremonies on 5th February, 2013 at Delhi. However, no child was born from the said wedlock. After the marriage, the parties lived together as husband and wife in their matrimonial home but owing to temperamental and ideological differences, they separated from each other and started living separately since 3rd August, 2013. On a complaint instituted by respondent No.2, the subject FIR was registered against the petitioner no. 1 and his family members.

3. Counsel for the parties state that with the aid and assistance of the Delhi Mediation Centre, Karkardooma Courts, Delhi, the parties to the union have arrived at an amicable resolution of their matrimonial dispute, inter alia, on the following terms and conditions:-

“1. It has been agreed between the parties that they shall part their company from each other by obtaining a decree of divorce by mutual consent by filing a joint petition for divorce by mutual consent within jurisdiction of Delhi.

2. It has been agreed between the parties that the respondent/husband shall pay Rs. 16,00,000/- (Rs. Sixteen Lacs only) to the complainant against all her claims pertaining to this marriage including stridhan, maintenance (present, past or future) and permanent alimony etc.

3. It has been further agreed between the parties that the abovesaid payment shall be made by the respondent/husband to the complainant by way of cash/DD in the court concerned as per the following schedule:

(i) Rs. 8,00,000/- (Rs. Eight Lacs only) shall be paid by the respondent/husband to the complainant at the time of recording statement of the parties in the first motion petition, which shall be filed on or before 30.11.2014. It is further agreed that in case of DD, the same shall be prepared in the name of Ms. Shilpa Aggarwal.

(ii) Rs. 3,00,000/- (Rs. Three Lacs only) shall be paid by the respondent/husband to the complainant at the time of recording statement of the parties in the second motion petition, which shall be filed within 15 days after expiry of stipulated period of six months as per law.

(iii) Rs. 5,00,000/- (Rs. Five Lacs only) shall be paid by the respondent/husband to the complainant at the time of quashing of the FIR bearing no. 399/14 PS Shahdara u/s 498-A/406/34 IPC before the Hon'ble High Court of Delhi and the said petition shall be filed within one month after passing decree of divorce. It is further agreed between the parties that Ms. Shilpa Jain shall cooperate with the respondents in quashing the abovesaid FIR.

4. It has been further agreed between the parties that the complainant shall withdraw her above mentioned cases U/s 125 Cr.P.C. and U/s 12 of D.V. Act and the respondent

shall withdraw his case U/s 9 of H.M. Act from the concerned courts within one month after recording their statements in the first motion petition.

5. It is further agreed between the parties that apart from the above mentioned cases, no other case, complaint or litigation is pending between the parties and if in case any case, complaint or litigation is found pending the same shall be treated as settled/withdrawn by virtue of this settlement.

6. It is further agreed that after this settlement, both the parties shall be left with no claims against each other of any nature whatsoever and shall be free to live their lives independently without interference of each other and shall not claim any rights in any movable or immovable properties of the respondent and his family members and also both the parties and their relatives shall not file any case/litigation against each other pertaining to this marriage in future.

7. It is agreed that both the parties have arrived at the present settlement out of their free will and consent without any force, compulsion or coercion and they are signing the present settlement after fully understanding the contents of the same, which have also been read over to them in vernacular.

8. It is agreed that both the parties undertake to remain bound by the terms of settlement.”

4. In the present case, it has been noticed that pursuant to the settlement arrived at between the parties, a decree of divorce by mutual consent has already been obtained from the concerned Family Court.

5. In a nutshell, it has been agreed by and between the parties to the union that respondent no. 2/wife shall be paid a lump-sum of Rs. 16 lakhs towards all her claims against the petitioners.

6. Respondent No.2/wife, who is present in Court and has been identified by her counsel as well as the Investigating Officer i.e. SI Gaurav Chaudhary, Police Station- Shahdara, Delhi, states that in pursuance to the settlement, she has already received a sum of Rs. 11 lacs from the petitioners.

7. The balance sum of Rs. 5 Lacs has been handed over to respondent No.2 in the shape of two Demand Drafts dated 4th September, 2015 bearing Nos. 463201 and 463202 for the sum of Rs. 1 Lac and Rs. 4 Lacs drawn on the Yes Bank, Dr. A.B. Road, Worli Branch, Mumbai respectively in favour of the respondent no. 2, in Court today. Respondent No.2 acknowledges receipt thereof subject to their encashment.

8. Respondent No.2/wife further states that in view of the settlement arrived at between the parties, she is no longer keen to proceed with the subject FIR and the proceedings emanating therefrom.

9. Since the dispute between the parties, which arose out of a matrimonial discord between petitioner no. 1 and respondent no. 2, has been

settled amicably by way of a Settlement Agreement dated 26th November, 2014, without any undue influence, pressure or coercion; and as the parties have obtained decree of divorce by mutual consent; and since the agreement between the parties is lawful, no useful purpose will be served by proceeding with the subject FIR and the proceedings arising therefrom.

10. Resultantly, the FIR No. 399/2014 under Sections 498A/406/34 IPC registered at Police Station- Shahdara, Delhi and the proceedings arising therefrom are hereby set aside and quashed *qua* all the petitioners subject to the petitioners depositing a sum of Rs. 10,000/- each with the Delhi Lawyers' Welfare Fund within a period of two weeks from today. Receipt thereof shall be provided to the Investigating Officer in the subject FIR.

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

SIDDHARTH MRIDUL, J

SEPTEMBER 09, 2015/sd