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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(CRL) 2106/2015**
SIDHARTH BHAMBRI & ORS

..... Petitioner

Through: Mr.Anoop Bagai, Sr. Adv. with
Ms.Ruchi Kapoor and Mr.Amitesh Kumar, Adv.

versus

STATE & ORS

..... Respondent

Through: Mr.Rajesh Mahajan, ASC for the
State with Ms.Parul Jamwal, Adv.

CORAM:
HON'BLE MR. JUSTICE ASHUTOSH KUMAR

ORDER
% **22.09.2015**

Crl.M.A.13966/2015

Exemption granted subject to all just exceptions.

Application stands disposed of.

W.P.(CRL) 2106/2015

The petitioner, who is the husband of respondent No.2, seeks quashing of the FIR No.351/2013, PS Ashok Vihar instituted for offences under Sections 323/342/315/506/34 of the IPC.

It has been submitted on behalf of the petitioner that he was married to respondent No.2 in accordance with Hindu rites and ceremonies in the year 2013. Later, because of temperamental differences between the spouses, subject FIR (FIR No.351/2013) came to be registered at the instance of respondent no.2.

After about four days of the lodging of the first information report, the petitioner and respondent No.2 entered into an agreement and decided to go for an amicable settlement. A Memorandum of Understanding was also got executed on 6.11.2013. The Memorandum of Understanding delineated the stages in which monetary compensation was to be paid by petitioner No.1 towards full and final settlement of all past and future claims of respondent No.2.

Before the parties could perform their part of obligation, a criminal writ petition vide W.P.(CRL) 1903/2013 was filed by the petitioner seeking quashing of the FIR No.351/2013. The aforesaid writ petition was permitted to be withdrawn to enable the parties to prefer such application only after the substantial compliance of the terms and conditions of the settlement dated 6.11.2013 referred to above.

During the interregnum period, an application came to be filed for cancellation of bail of the petitioner. In the aforesaid proceedings, there was a further round of negotiation and a modification came to be inserted in the earlier Memorandum of Understanding which inter alia stated that on the first motion for divorce, the petitioner was required to pay an amount of Rs.7 lakhs whereafter on the Family Court allowing the second motion, a draft of Rs.13 lakhs had to be deposited by the petitioner which would remain in the custody of Court and same will be released in favour of respondent No.2 only after the quashing of FIR No.351/2013.

The petitioner and respondent No.2 are present in person. This Court has interacted with both of them.

The respondent No.2 has accepted terms of compromise as the respective part of obligation which was required to be performed by either

of the parties, has to be done.

Allowing the FIR to remain existing for further investigation, would serve no purpose and it would in fact be an impediment in amicably parting of ways of petitioner and respondent No.2.

Keeping in view such developments and the settlement arrived at between the parties out of their own free will and because of good counsel, this Court is inclined to quash the subject FIR.

FIR No.351/2013 and the resultant proceedings emanating thereof are quashed.

Needless to say that the Family Court would release the amount of Rs.13 lakhs in favour of respondent No.2 at the earliest.

Petition is disposed of.

Dasti.

ASHUTOSH KUMAR, J

SEPTEMBER 22, 2015

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