

#33

* IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 3rd November, 2015

+ **W.P.(CRL) 2526/2015**

PAWAN CHADHA & ORS Petitioners
Through Mr. Manoj Lohia, Advocate along
with petitioner no. 1

versus

STATE NCT OF DELHI & ANR. Respondents
Through Mr. Ashish Aggaral, ASC (Crl.) for
State with Mr. Piyush Singhal, Adv.
SI Neeraj Kumar, P.S. Mandawali
Mr. Santosh Kumar and Shreenivas
Sharma, Advs. for respondent no. 2
along with respondent no. 2

CORAM:
HON'BLE MR JUSTICE SIDDHARTH MRIDUL

SIDDHARTH MRIDUL, J (ORAL)

W.P.(CRL) 2526/2015 and Crl. MA No. 16150/2015 (Exemption)

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. 344/2014 under Sections 406/498A IPC registered at Police Station- 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 customs on 7th December, 2012 at Delhi. No child has been born out of the said wedlock. Owing to temperamental and ideological differences between the parties to the marriage, they started living separately since 1st July, 2013. On a complaint instituted by respondent no.2 (wife), the subject FIR was registered against the petitioner no. 1 (husband) 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 culminating into a Settlement Agreement dated 15th July, 2014. The salient terms and conditions of the said Settlement Agreement dated 15th July, 2014 are as follows:-

“1. It has been agreed between the parties that they shall take divorce by way of mutual consent.

2. It has been further agreed between the parties that the respondent no. 1/husband Sh. Pawan Chaddha shall pay a total sum of Rs. 9,00,000/- (Rs. Nine lac only) to the complainant/wife Renu Chaddha towards full and final settlement of all her claims arising out of their marriage which includes maintenance (present past and future), permanent alimony, jewellery, istridhan etc.

3. It has been further agreed between the parties that the respondent no. 1/husband shall pay the above settled amount to the complainant/wife by way of cash/demand draft in the following manner:-

(a) Rs.1,50,000/- on 12/08/14 before the court concerned at the time of withdrawal of present case U/s 12 D.V. Act.

(b) Rs. 1,50,000/- before the court concerned on 04/09/14 at the time of withdrawal of case U/s 125 Cr.P.C. On the same day, the respondent no. 1/husband shall also handover the following articles i.e (1) one T.V (2) one bed of 6/4 inch with mattresses (3) one almirah (4) one dressing table (5) one blanket & (6) one fridge to the complainant/wife.

(c) Rs. 2,00,000/- at the time of recording of the statements of the parties in the first motion petition which shall be filed on or before 10th October, 2014.

(d) Rs. 2,00,000/- at the time of recording of the statements of the parties in the second motion. The second motion petition shall be filed by the parties within 15 days after expiry of statutory period of six months

(e) Rs. 2,00,000/- before the Hon'ble High Court of Delhi at the time of statements of parties for quashing of FIR No. 344/13, P.S. Mandawali U/s 498A/406/34 IPC. The respondent no. 1/husband and his family members shall file a petition for quashing of this FIR within 15 days after obtaining decree of divorce by way of mutual consent. The complainant/wife shall cooperate with the respondent no. 1/husband and his family members in quashing of this FIR.

4. It has been further agreed between the parties that they shall not file any case/complaint/litigation against each other and their family members in future arising out of their marriage.

5. It has been agreed between the parties that after this settlement, there shall be no right, title and interest against each other in the moveable and immoveable properties in future.

6. It is further agreed between the parties that apart from the cases mentioned above, no other case or complaint is pending between the parties and that in case any such case/complaint is found pending between them arising out of their marriage, the same shall be withdrawn by the concerned party in terms of this settlement.

7. This settlement is without any pressure, coercion or threat undue influence of any kind and the contents of the same have been read over and explained to the parties in vernacular language and they have understood the same.

8. It is agreed that the parties shall remain bound by the aforesaid terms of settlement.”

4. In a nutshell, it has been agreed by and between the parties to the union that respondent no. 2/wife shall be paid a sum of Rs. 9 lakhs towards all her claims against the petitioners past, present and future. The agreement between the parties is lawful and the same is hereby accepted.

5. Counsel for the parties further state that pursuant to the said Settlement Agreement dated a sum of Rs. 7 lakhs has already been received by respondent no.2(wife). The balance sum of Rs. 2 lakhs has been brought to the Court in the shape of Demand Draft dated 13.08.2015 bearing No. 188684 drawn on Syndicate Bank, Rani Jhansi Road, Delhi Branch, in

favour of respondent no. 2(wife) herein. Respondent No.2 (wife) acknowledges receipt thereof subject to its encashment.

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

7. Respondent No.2(wife)/complainant, who is present in Court and has been identified by her counsel as well as the Investigating Officer i.e. SI Neeraj Kumar, Police Station- Mandawali, Delhi, states that in pursuance to the settlement arrived at between the parties to the union, she is no longer keen to proceed with the subject FIR and the proceedings emanating therefrom.

8. Since the dispute between the parties which arose out of a matrimonial discord between petitioner no. 1 and respondent no. 2 and resulted in the registration of the subject FIR has been settled amicably by way of a Settlement Agreement dated 15th July, 2014 without any undue influence, pressure or coercion; 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.

9. Resultantly, the FIR No. 344/2014 under Sections 406/498A IPC registered at Police Station- Delhi and the proceedings arising therefrom are hereby set aside and quashed *qua* all the petitioners subject to each of the petitioners depositing a sum of Rs. 5,000/- with the Delhi High Court Staff Welfare Fund within a period of two weeks from today. Receipt thereof shall be provided to the Investigating Officer in the subject FIR.

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

11. Pending application also stands disposed of.

SIDDHARTH MRIDUL, J

NOVEMBER 03, 2015

sd