

**#10**

**\* IN THE HIGH COURT OF DELHI AT NEW DELHI**

**Date of decision: 2<sup>nd</sup> December, 2015**

**+ W.P.(CRL) 2673/2015 and Crl. MA No. 17008/2015 (Exemption)**

**VIKRAM SINGH**

**..... Petitioner**

**Through**

**Mr. Sachin K. Bansal, Advocate along  
with petitioner**

**versus**

**STATE (GOVT OF NCT OF DELHI) & ANR**

**..... Respondents**

**Through**

**Mr. Ashish Aggarwal, ASC (Crl.)  
Mr. Deepak Rao, Adv. for R-2 along  
with respondent no. 2/complainant**

**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. 1011/2014 under Sections 406/498A IPC registered at Police Station- Rajouri Garden, Delhi and the proceedings arising therefrom.
2. The facts in brief are that the petitioner (husband) and respondent No.2 (complainant-wife) were married to each other according to Hindu rites and customs on 17<sup>th</sup> February, 2004 at Delhi. One minor daughter namely

Avishi has been born out of the said wedlock and the daughter is in the custody of respondent no. 2. Owing to temperamental and ideological differences between the parties to the marriage, they started living separately. On a complaint instituted by respondent no.2 (wife), the subject FIR was registered against the petitioner (husband).

3. Counsel for the parties state that with the aid and assistance of the elders in the family, the parties to the union have arrived at an amicable resolution of their matrimonial dispute culminating into a Compromise Deed dated 31<sup>st</sup> October, 2015. The salient terms and conditions of the said Compromise deed are as follows:-

“1. That it has been agreed that both the parties to this Deed will part their ways peacefully without resorting to any kind of disputes in future.

2. That it has been agreed that the First Party shall pay a total sum of Rs. 13 lacs to Second Party towards all her claims concerning past, present, future maintenance, permanent alimony, stridhan items and jewellery etc. and after the receipt of the aforesaid amount the Second Party or her legal heirs will not be left with any type of claim whatsoever.

3. That it has been agreed that both the parties to this Deed will part their ways peacefully by filing the mutual divorce petitions u/S 13B(I) and 13B(II) of H.M. Act and after that both the parties to this Deed will not lodge any complaint

against each other or against their respective family members.

4. That according to the terms and conditions of compromise, the First Party shall pay the above said amount of Rs. 13 lacs to Second Party in two installments i.e. a sum of Rs. 1,00,000/- to Second Party at the time of recording statement in Petition U/S 13B (II) of Hindu Marriage Act and further First Party shall pay the balance amount of Rs. 12 lacs to respondent no. 2 at the time of tendering the statement in petition u/S 13B (II) of Hindu Marriage Act.

5. That it has further agreed between the parties that after taking the divorce, the Second Party shall fully cooperate in getting the FIR No. 1011/14 quashed by filing petition u/S 482 Cr.P.C. before the Hon'ble Court of Delhi at New Delhi.

6. That it has further settled between the parties that the Second Party shall keep the custody of minor female child Baby Avishi.”

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. 13 lakhs towards all her claims against the petitioner 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 Compromise deed dated 31<sup>st</sup> October, 2015, the entire sum of Rs. 13 lakhs

has been received by respondent no.2 (wife). Respondent no. 2(wife) acknowledges the receipt thereof.

6. The petitioner (husband) who appears in Court today, offers to pay, out of natural love and affection, an additional sum of Rs. 5 lakhs in a joint account to be opened by the complainant (wife) along with her minor daughter Avishi within a period of four weeks from today. This gracious offer made on behalf of the petitioner (husband) is accepted and he is directed to deposit the said amount as undertaken within a period of four weeks from today.

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

8. Respondent No.2(wife)/complainant, who is present in Court and has been identified by her counsel, 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.

9. Since the dispute between the parties which arose out of a matrimonial discord between petitioner and respondent no. 2 and resulted in the registration of the subject FIR, has been settled amicably by way of a Compromise deed dated 31<sup>st</sup> October, 2015 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.

10. Resultantly, the FIR No. 1011/2014 under Sections 406/498A IPC registered at Police Station- Rajouri Garden, Delhi and the proceedings arising therefrom are hereby set aside and quashed *qua* the petitioner.

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

**SIDDHARTH MRIDUL, J**

**DECEMBER 02, 2015**  
**sd**