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IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 30.11.2015

W.P.(CRL) 2729/2015

VINAY WADHAWAN & ORS.

..... Petitioners

Through: Mr. H.S. Arora, Advocate

versus

STATE & ANR.

..... Respondents

Through: Ms. Megha Bahl, Advocate for Mr. Avi Singh, ASC (Criminal) and SI Rajesh Yadav, PS- Vikas Puri for R-1 Respondent No.2/Complainant in person

CORAM:

HON'BLE MR JUSTICE SIDDHARTH MRIDUL

SIDDHARTH MRIDUL, J (ORAL)

CRL.M.A.17307/2015 (Exemption)

Exemption granted subject to all just exceptions.

The application is disposed of accordingly.

W.P.(CRL) 2729/2015

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 (Cr.P.C.)

seeking quashing of FIR No.302/2013, under Sections 406/498A/34 IPC registered at Police Station- Vikas Puri, Delhi and the proceedings arising therefrom.

2. The facts in brief are that Vinay Wadhawan and Geetu Wadhawan alias Geetu Kohli, petitioner No.1 and respondent No.2 respectively, were married to each other according to Hindu rites and ceremonies on 29.10.2001. Two male children namely Master Chaitnya and Master Aryan have been born from the said wedlock on 11.01.2003 and 25.12.2007 respectively. Owing to ideological and temperamental differences the parties to the marriage have been living separately since 27.04.2013. On a complaint filed by the respondent No.2 (wife) against her husband (petitioner No.1) and his family members, the subject FIR was registered.

3. Eventually better sense prevailed and the parties decided to settle all their matrimonial disputes with the advice and intervention of relatives of both sides. The settlement agreement dated 12.03.2014 is annexed to this petition as Annexure B. The salient terms and conditions of the said settlement agreement dated 12.03.2014 are as follows:-

“1. That the first party today in presence of the mediator Shri Pankaj Nanda has returned all

dowry articles, istridhan, ornaments, belongings, gifts, clothes etc. and now nothing belong to the second party is lying with the first party or his parents/relations etc. and similarly nothing belonging to the first party is lying with the second party or her parents/relations etc. There is no claim whatsoever left between the parties with respect to any article of any nature.

2. That it has been agreed in principle to get dissolve their marriage by filing a petition for divorce by way of mutual consent and both the parties shall file first motion petition before the competent court of law after completion of the mandatory separation period of one year which starts from 27th April, 2014.
3. That it has been agreed that the first party shall apply to the Hon'ble High Court of Delhi for quashing the FIR bearing No.302/2013, PS- Vikas Puri, District West, Delhi, under Sections 406/498A/34 IPC registered against the first party and his relations and after the recording of the statements on the first motion divorce petition. Thereafter both the parties shall file a petition for second motion for grant of divorce as per the existing law. It has been agreed that the first party shall keep the custody of the two sons Master Chaitnya and Master Aryan.

4. That it has been agreed that the first party shall pay a total sum of Rs.1,50,000/- to the second party by way of cheque/draft towards the past, present and future maintenance, expenses incurred in the marriage and all other remaining claims of the second party. The above said amount shall be paid in the following stages:-
- a) An amount of Rs.50,000/- shall be paid at the time of the recording of the statements on the first motion divorce petition by mutual consent before the Court.
 - b) An amount of Rs.50,000/- shall be paid at the time of the recording of the statements before the Hon'ble High Court for quashing of the FIR bearing No.302/2013, P.S. Vikas Puri, District West, Delhi, U/s. 406/498A/34 IPC.
 - c) An amount of Rs.50,000/- shall be paid at the time of recording of the statements on the second motion divorce petition by mutual consent before the Court.
5. That the second party shall have no visitation rights to meet her two sons Master Chaitnya and Master Aryan.
6. That the second party shall have no right, title or interest over the properties (movable or immovable) of the first party or of the parents of the first party and similarly the

first party shall have no right, title or interest over the properties (movable or immovable) of the second party or of the parents of the second party.

7. That the second party shall cooperate in all manners in disposing of the complaints, litigations etc. in the interest of justice in terms of this Compromise Agreement and during the subsistence of this agreement, both the parties shall not initiate any further legal proceedings/complaints against each other.”

4. In pursuance to the aforesaid settlement a sum of Rs.1,00,000/- has already been received by Geetu Wadhawan alias Geetu Kohli. The balance sum of Rs.50,000/- has been brought to the Court in the shape of a Demand Draft bearing No.025668 dated 19.10.2015 in favour of Geetu Kohli drawn on Axis Bank and has been handed over to the respondent No.2 (wife) in Court today. Geetu Wadhawan alias Geetu Kohli, the complainant-wife acknowledges receipt of the demand draft subject to realization thereof.

5. Geetu Wadhawan alias Geetu Kohli, who is present in Court and has been duly identified by IO SI Rajesh Yadav, Police Station- Vikas Puri 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 arising therefrom.

6. In view of the foregoing, since the dispute which resulted in the registration of the subject FIR has already been resolved amicably by the parties without any undue influence, pressure or coercion, no useful purpose will be served by proceeding with the subject FIR and the proceedings arising therefrom.

7. Consequently, FIR No.302/2013, under Sections 406/498A/34 IPC registered at Police Station- Vikas Puri, Delhi and the proceedings arising therefrom are hereby set aside and quashed *qua* all the petitioners subject to their depositing an aggregate sum of Rs.20,000/- (Rupees Twenty Thousand) with the Victims' Compensation Fund, Government of NCT of Delhi within a period of two weeks from today. The receipt of the deposit be provided to the IO in the subject FIR.

8. The petition is disposed of accordingly.

SIDDHARTH MRIDUL, J

NOVEMBER 30, 2015

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