

#36

IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 11.12.2015

W.P.(CRL) 2913/2015

JASBIR SINGH PANJA LABANA & ORS Petitioners

Through: Mr. Sameer Nandwani, Advocate

versus

STATE OF NCT OF DELHI & ORS Respondents

Through: Mr. Rajesh Mahajan, ASC (Criminal)
with SI Suresh Kumar, PS- Delhi
Cantt for R-1
Counsel (appearance not given) along
with the respondent No.2/complainant
in person.

CORAM:

HON'BLE MR JUSTICE SIDDHARTH MRIDUL

SIDDHARTH MRIDUL, J (ORAL)

CRL.M.A.18111/2015 (Exemption)

Exemption granted subject to all just exceptions.

The application is disposed of accordingly.

W.P.(CRL) 2913/2015

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.300/2012, under Sections 498-A/406 IPC,

registered at Police Station- Delhi Cantt., Delhi and the proceedings arising therefrom.

2. Jasbir Singh Panja Labana and Satwant Kaur Lamba, petitioner No.1 and respondent No.2 respectively were married according to Sikh rites and ceremonies on 20.12.2008. A male child namely, Harmeet Singh was born out of the said wedlock. The child is stated to be in the custody of his mother, the respondent No.2 herein. Owing to ideological and temperamental differences the parties to the marriage have been living separately since 2010. 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 assistance of Delhi High Court Mediation and Conciliation Centre. The settlement agreement dated 29.04.2014 is annexed to this petition as Annexure P-2. The salient terms and conditions of the said settlement agreement dated 29.04.2015 are as follows:-

“The following settlement has been arrived at between the parties hereto:

- a) That the First Party shall pay a sum of Rs.17,00,000/- (Rupees Seventeen Lakhs Only)

to the Second Party in full and final settlement of all her claims arising out of the present disputes and all other disputes including permanent alimony, stridhan/dowry articles, maintenance past, present and future and on receipt of this amount, the Second Party will be left no claim against the First Party in any manner whatsoever. Out of which Rs.1,00,000/- already stands paid.

- b) That the first party shall pay a sum of Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) to the Second Party before the Hon'ble Court on the next date of hearing i.e. 30.04.2014 by way of demand draft.
- c) The parties have agreed that they shall seek divorce by mutual consent and shall file the necessary petition for recording of the statement in the first motion before the competent court in Delhi or Bhavnagar, Gujarat.
- d) That the parties have agreed to file the first motion petition under Section 13(B)(1) of the Hindu Marriage Act on or after 25.05.2014. At the time of recording of the statement of the parties in the first motion, the first party has agreed to pay to the second party a sum of Rs.3,50,000/- by way of demand draft.
- e) The parties shall file the petition under Section 13(B)(2) of HMA before the Court concerned within 15 days of the expiry of the period of six months from the date of the first motion. At the of recording of the statement of the parties in the second motion the first party has agreed to pay to the second party a sum of Rs.4,00,000/- by way of demand draft.
- f) That within 15 days from the grant of divorce, the parties shall file the necessary petition before the Hon'ble High Court of Delhi for

quashing of the FIR No.300/12 PS Delhi Cantt. New Delhi under Sections 498A/406/34 IPC lodged by the second party. The second party shall sign all the necessary documents in this regard and shall also appear before the Hon'ble High Court to make the necessary statement before the Hon'ble Court as and when required.

- g) The first party has agreed to pay to the second party, a sum of Rs.6,00,000/- at the time of quashing of the above mentioned FIR and the first party has agreed to pay a sum of Rs.20,000/- per annum with regard to the education expenses of the child. Any other maintenance or amount qua the child shall be paid by the first party out of his own sweet will.
- h) The second party has filed the following petitions:
 - i. Petition under Section 12 of the Domestic Violence Act pending before the Addl. Chief Judicial Magistrate, Bhavnagar, Gujarat.
 - ii. Petition under Section 125 of the Cr.P.C. pending before the Family Court-II, Bhavnagar, Gujarat.

That the second party shall apply for withdrawal of all the above petitions by June, 2014 after filing of the first motion.

- i) Both the parties agreed that the first party shall have visiting right to the child namely Master Harmeet Singh as he deems fit and desires.
- j) On receipt of the total settled amount of Rs.17,00,000/- by the second party, the second party will not be left with any claims of any nature including stridhan/dowry articles, maintenance (past, present and future)

permanent alimony etc. whatsoever against the first party or his relatives or in the property of the first party both self acquired or ancestral.”

4. In pursuance to the aforesaid settlement a sum of Rs.11,00,000/- has already been received by respondent No.2 (wife) Satwant Kaur Labana. The balance sum of Rs.6,00,000/- has been brought to the Court in the shape of a Demand Draft bearing No.052407 dated 16.07.2015 in favour of Satwant Kaur drawn on Central Bank of India, Delhi Cantt. and has been handed over to the respondent No.2 (wife) in Court today. Satwant Kaur Labana, the complainant-wife acknowledges receipt of the demand draft subject to realization thereof. It is stated 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.

5. Satwant Kaur Labana, respondent No.2/complainant, who is present in Court and has been duly identified by IO SI Suresh Kumar, Police Station-Delhi Cantt 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.300/2012, under Sections 498-A/406 IPC, registered at Police Station- Delhi Cantt., Delhi and the proceedings arising therefrom are hereby set aside and quashed *qua* the petitioners.

8. The petition is disposed of accordingly.

SIDDHARTH MRIDUL, J

DECEMBER 11, 2015

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