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IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 16.12.2015

W.P.(CRL) 2956/2015

ANUJ JAIN AN ORS

..... Petitioner

Through: Mr. Ajay Tayal, Advocate

versus

STATE & ANR

..... Respondent

Through: Mr. Jamal Akhtar, Advocate for Mr.
Rahul Mehra, Standing Counsel
(Criminal) and SI Jagdeep Malim, PS-
Geeta Colony for R-1
Mr. Rajesh Jain, Advocate for R-2

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 (Cr.P.C.) seeking quashing of FIR No.834/2014, under Sections 498A/406/34 IPC registered at Police Station- Geeta Colony, Delhi and the proceedings emanating therefrom.

2. The facts in brief are that on 29.10.2009 the petitioner No.1 married respondent No.2 according to Hindu customs, rites and ceremonies in Delhi. One female child, namely, Ananya Jain and one male child namely, Kartik Jain were born out of the said wedlock on 15.07.2010 and 09.12.2011 respectively, who are in the care and custody of petitioner No.1 (husband). Owing to ideological and temperamental differences the parties to the marriage have been living separately since 15.11.2013. 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 assistance of Mediation Centre, Karkardooma Courts, Delhi. The settlement agreement dated 19.12.2014 is annexed to this petition as Annexure P-2. The salient terms and conditions of the said settlement agreement dated 19.12.2014 are as follows:-

- “1. It has been agreed between the parties that they shall part their company from each other by obtaining a decree of divorce by mutual consent by filing a joint petition for divorce by mutual consent within jurisdiction of Delhi.
2. It has been agreed between the parties that the respondent/husband shall pay Rs.4,00,000/- (Rupees Four Lacs only) to the complainant against all her claims pertaining to this marriage

including istridhan, maintenance (present, past or future) and permanent alimony etc.

3. It has been further agreed between the parties that the abovesaid payment shall be made by the respondent/husband to the petitioner by way of cash/cheque/DD in the court concerned as per the following manner:-

- i) Rs.1,50,000/- (Rs. One Lac Fifty Thousand Only) shall be payable at the time of recording statement of the parties at the first motion petition, which shall be filed by the respondent/husband on or before 31.01.2015. It is further agreed that on the same day, the plaintiff shall withdraw her above mentioned Civil Suit from the court concerned.
- ii) Rs.1,50,000/- (Rs. One Lac Fifty Thousand only) shall be payable at the time of recording statement of the parties in the second motion petition, which shall be filed within 15 days after the expiry of stipulated period of six months/as per law.
- iii) Rs.1,00,000/- (Rs. One Lac only) shall be payable at the time of recording statement of the parties at the time of quashing of FIR bearing No.834/14 PS Geeta Colony, U/s 498A/406/34 IPC before the Hon'ble High Court of Delhi and the said petition shall be filed by the respondent/husband within one month after passing decree of divorce. It is further agreed between the parties that the complainant shall co-operate with the respondents in Hon'ble High Court for getting the above said FIR quashed.

4. It has been further agreed between the parties that the custody of the children shall remain with the respondent/husband in future also and

the complainant/mother shall meet them once in a month as per the convenience of the children.

5. It has been further agreed between the parties that parties to the above mentioned cases, no other case, complainant or litigation is pending between the parties and if in case any case, complaint or litigation is found pending the same shall be treated as settled/withdrawn by virtue of this settlement.
6. It is further agreed that after this settlement, both the parties shall be left with no claims against each other of any nature whatsoever and shall be free to live their lives independently without interference of each other and shall not claim any rights in any movable or immovable property of the respondent/husband and vice-versa and his family members and also both the parties and their relatives shall not file any case/litigation against each other in future.
7. It is agreed that both the parties have arrived at the present settlement out of their free will and consent without any force, compulsion or coercion and they are signing the present settlement after fully understanding the contents of the same, which have also been read over to them in vernacular.
8. It is agreed that both the parties undertake to remain bound by the terms of settlement.”

4. In a nutshell it has been agreed by and between the parties that Anuj Jain shall pay a sum of Rs.4,00,000/- to Preeti Jain as full and final settlement against stridhan, dowry articles, present, past, future maintenance and permanent alimony etc. In pursuance to the aforesaid settlement, a sum of Rs.3,00,000/- has already been received by the complainant. The balance

sum of Rs.1,00,000/- has been brought to the Court in the shape of a Demand Draft bearing No.958259 dated 19.09.2015 drawn on Punjab National Bank, Shakarpur, Laxmi Nagar, Delhi. The same is handed over to the complainant in Court today who acknowledges receipt thereof subject to its realization.

5. Preeti Jain, respondent No.2/complainant, who is present in Court and has been duly identified by IO SI Jagdeep Malik, Police Station- Geeta Colony, Delhi 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.834/2014, under Sections 498A/406/34 IPC registered at Police Station- Geeta Colony, Delhi and the proceedings emanating therefrom are hereby set aside and quashed *qua* all the petitioners subject to their depositing a sum of Rs.2,000/- each with the Delhi High

Court Legal Services Committee within a period of two weeks from today.

The receipt of the said deposit shall be furnished to the concerned IO.

8. The writ petition is disposed of accordingly.

SIDDHARTH MRIDUL, J

DECEMBER 16, 2015

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