

IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 23rd December, 2015

W.P.(CRL) 3090/2015 & CRL.M.A. 18934/2015

TARUN PRIYADARSHI & ORS

..... Petitioners

Through: Mr A.K.Mishra, Advocate.

versus

THE STATE & ANR

..... Respondents

Through: Ms Richa Kapoor, Addl. Standing
Counsel (Crl.) with Mr Rohit Kaul
and Mr Ashish Negi, Advocates

SI Bijender Singh, PS- Okhla
Industrial Area.

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.01/2014 under Sections 406/498-A/34 IPC registered at

Police Station- Okhla Industrial Area, Delhi and the proceedings arising therefrom.

2. The facts in brief are that Tarun and Chhavi, petitioner No.1 and respondent No.2 respectively, were married according to Hindu rites and ceremonies on 07.05.2011 at Faridabad. 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 15.09.2013. On a complaint instituted by respondent no.2-wife, the subject FIR was registered against the petitioner No.1 (husband) and his family members, who are the other petitioners in the present writ petition.

3. Counsel for the parties state that with the aid and assistance of Delhi High Court Mediation and Conciliation Centre, Delhi High Court, Sher Shah Road, New Delhi, the parties to the union have arrived at an amicable resolution of their matrimonial dispute which culminated into a Settlement Agreement dated 03.07.2014. The salient terms and conditions of the said Settlement Agreement dated 03.07.2014 are as under:-

“2. The parties hereto agree and undertake that:

- a. They shall file joint petitions U/s 13(B) (1&2) of the Hindu Marriage Act before the

Competent Court of Delhi seeking dissolution of marriage on ground of mutual consent on the terms and conditions contained in this Settlement. The First Joint Motion petitioner shall be filed on or before 29.08.2014 and the Second Joint Motion Petition will be filed within 15 days from the expiry of statutory period of six months of filing of First Motion.

- b. That Party hereto agree and the Second Party undertakes that she shall, upon recording of the Settlement, withdraw the petition U/s. 125 Cr.P.C. before the Competent Court on or before 05.09.2014.
- c. The parties hereto agree that all allegations made against each other by the parties or their family members in the complaint or proceedings before any authority or before the Hon'ble Court or otherwise shall stand withdrawn upon dissolution of the marriage of the parties.
- d. In consideration of the settlement, the First Party has agreed and undertakes to pay a sum of Rs.32,50,000/- (Rs.Thirty Two lac Fifty thousand only) to the Second Party as full and final payment towards all her claims arising out of the marriage including stridhan, maintenance, alimony whether past, present or future.

- e. Upon signing of this Settlement agreement, the First Party has paid a sum of Rs.5,00,000/- (Rupees Five Lacs only) 03.07.2014 through bank draft in the name of Ms. Chhavi Sharma vide Bank Draft No.087614 drawn at State Bank of Hyderabad, Old Railway, Gurgaon as part payment of the aforesaid settlement amount.
- f. The First Party hereby declares and gives no objection for release of fixed deposit issued by State Bank of Hyderabad in favour of the Second Party in a sum of Rs.10,00,000/- deposited by the Second Party with the Investigating Officer Mr. Yogesh Dutt, P.S. Okhla Indl. Area, New Delhi. Upon recording of the settlement before Hon'ble High Court, the First Party has no objection, if I.O. Releases the said FDR in favour of the Second Party forthwith.
- g. The First Party further agrees and undertake to pay the balance sum of Rs.17,50,000/- out of total Settlement amount of Rs.32,50,000/- to the Second Party in the following manner:
- i. Rs.1,00,000/- will be payable to the second party at the time of withdrawal of the complaint U/s. 125 Cr.P.C. pending in Family Court, Saket, New Delhi.

- ii. Rs.4,00,000/- will be payable to the second party at the time of recording the First Motion U/s 13B (1) of HMA.
 - iii. Rs.5,00,000/- will be payable to the second party at the time of recording the Second Motion U/s. 13 B (2) of HMA.
 - iv. Rs.7,50,000/- will be payable to the second party at the time of quashing of FIR No.1/2014 by the Competent Court.
- h) The parties hereto agree that 17 cheques bearing No.634077 to 634097, 634099 to 6340101 drawn at State Bank of Hyderabad, Gurgaon and Cheque NO.386889 to 386900 drawn on Allahabad Bank, Gurgaon in a sum of Rs.20860/- each, issued by Smt. Usha Priyadarshi, Mother of the First Party/husband were handed over to the Second Party/Family member. The Second Party hereby agrees and undertakes to return to the First Party all the aforesaid cheques within 15 days from recording of the Statement before Hon'ble High Court, in case the same are available with the Second Party. It is further agreed that in case the same are not traceable by the Second Party, the said cheques shall not be presented by the Second Party or handed over to any other Third Party. The said cheques shall be deemed to be null and void.

- i) The parties hereto agree that the Second Party has no objection for grant of Anticipatory bail to the First Party and his family members by the Competent Court as and when the said petition is listed.
- j) The parties hereto further agree and the Second Party undertakes that upon the First Party filing a petition seeking quashing of FIR No.1/2014 before the Competent Court, after the dissolution of marriage, she shall extend full cooperation and furnish no objection for the grant of said relief.
- k) Upon realization of the entire payment by the Second Party from the First Party amounting to Rs.32,50,000/-, the Second Party declares that she will be left with no claim of any sort against the First Party and/or his family members of whatsoever nature including but not limited to maintenance (present, past or future), permanent alimony, stridhan, dowry or any other claim arising from the matrimonial relationship or otherwise.
- l) Upon fulfillment of all obligations of the parties by virtue of this Settlement Agreement, all disputes, difference whether criminal/Civil would stand settled.

- m) Both the parties hereto agree and undertake to abide by the above stated terms of this Settlement agreement in true letter and spirit and breach of any condition by either of the parties shall amount to contempt of Court.
- n) The parties hereto declare that neither of them shall file any case against each other and their family members in future.”

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.32.5 lac towards all her claims against the petitioners past, present and future.

5. Counsel for the parties further state that pursuant to the said Settlement Agreement dated 03.07.2014, a sum of Rs.25 lac has already been received by respondent No.2 (wife). The balance sum of Rs.7.5 lac has been brought to the court in the shape of a Bankers Cheque dated 09.12.2015 bearing No. 552709 drawn on Sate Bank of Hyderabad, Gurgaon in favour of respondent No.2(wife) herein. The respondent No.2 (wife) acknowledges receipt thereof subject to its encashment.

6. Chhavi is now an IAS officer who will be proceeding for training in January.

7. The respondent No.2-complainant, who is present in Court and has been identified by the IO in the subject FIR, namely, SI Bijender Singh, PS-Okhla Industrial Area, 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 arising 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 03.07.2014 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.01/2014 under Sections 406/498-A/34 IPC registered at Police Station- Okhla Industrial Area, Delhi and the proceedings arising therefrom are hereby set aside and quashed *qua* all the petitioners subject to their depositing a sum of Rs.10,000/- each with the

Advocates Welfare Fund, Bar Council of Delhi within a period of two weeks from today. A copy of the receipt thereof shall be provided to the IO in the subject FIR.

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

DECEMBER 23, 2015

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SIDDHARTH MRIDUL, J

