

IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 08th January, 2016

W.P.(CRL) 38/2016

ROHIT MITTAL & ORS

..... Petitioners

Through: Mr Sanjay Agnihotri, Advocate.

versus

STATE (NCT OF DELHI) & ANR

..... Respondents

Through: Ms Kamna Vohra, Addl. Standing
Counsel (Crl.) with ASI Tej Ram, PS-
Najafgarh.

**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.1089/2014 under Sections 406/498-A/34 IPC registered at Police Station- Najafgarh, Delhi and the proceedings arising therefrom.

2. The facts in brief are that Rohit and Deepti, petitioner No.1 and respondent No.2 respectively, were married according to Hindu rites and ceremonies on 26.06.2012 at Delhi. However, 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 21.11.2013. 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 Mediation Centre, Dwarka Courts, New Delhi, the parties to the union have arrived at an amicable resolution of their matrimonial dispute which culminated into the settlement agreement dated 29.01.2015. The salient terms and conditions of the said settlement agreement dated 29.01.2015 are as under:-

- “1. That both the abovesaid parties have settled all their claims/disputes with regard to marriage between complainant/wife and respondent/husband. It has been agreed between them that they shall seek divorce by mutual consent.
2. That the respondent/husband has agreed to pay a sum of Rs.9,00,000/- (Rupees nine lakhs only), towards full and final settlement

of all claims of complainant/wife regarding dowry articles, stridhan, permanent alimony and maintenance (past, present and future), which the complainant/wife has agreed to accept as such.

3. It has been agreed between the parties that the settled sum of Rs.9,00,000/- (Rupees nine lakhs only) shall be paid by the respondent/husband to the complainant/wife in four installments by way of cash/DD as per the following schedule:

- (i) First installment of Rs.3,00,000/- shall be paid at the time of recording of statement during first motion petition for divorce by mutual consent u/s. 13-B(1) of the Hindu Marriage Act, 1955, which shall be filed on or before 10.12.2015.
- (ii) Second installment of Rs.1,50,000/- shall be paid at the time of disposal of the above-mentioned connected case u/s 125 Cr.P.C., in the court of Sh. Prem Kumar Barthwal, Ld. Judge, Family Court, Dwarka, New Delhi, in terms of the present settlement, on the date fixed i.e. 24.02.2015, subject to fulfillment of terms and conditions of this settlement.
- (iii) Third installment of Rs.3,00,000/- shall be paid at the time of recording of statement during second motion petition for divorce by mutual consent u/s. 13-B(2) of the Hindu Marriage Act, 1955, which shall be filed within one month of expiry of minimum statutory period after first motion u/s. 13-B(1) Hindu Marriage Act, 1955, as per law.

- (iv) Fourth/last installment of Rs.1,50,000/- shall be paid at the time of recording of statement of complainant/wife in proceedings for quashing of FIR No.1089/14, U/s. 406/498A/34 IPC, PS Najafgarh, New Delhi, before the Hon'ble High Court of Delhi.
4. It has been agreed between the parties that petition for quashing of FIR shall be filed by the respondents within one month from the passing of decree of divorce and the complainant/wife shall cooperate in the said proceedings.
5. That the complainant/wife shall request the concerned court for disposal of the connected case u/s. 125 Cr.P.C. as mentioned above, pending in the court of Sh. Prem Kumar Barthwal, Ld. Judge, Family Court, Dwarka, New Delhi, in terms of the present settlement, on the date fixed i.e. 24.02.2015, subject to fulfillment of terms and conditions of this settlement.
6. It has been agreed between the parties hereto that they shall make appropriate statements before the concerned courts/authorities and shall cooperate with each other in all the legal proceedings.
7. It has been agreed between the parties hereto that expenses for filing of divorce by mutual consent shall be borne by the respondent/husband.
8. It has been agreed between the parties hereto that they shall not file any claim/case against each other or family members related to marriage of complainant/wife and respondent/husband.

9. That both the parties hereto shall bear their respective cost of litigation.
10. By signing this settlement, the parties hereto state that they have no further claims or demands against each other with respect to the marriage of complainant/wife and respondent/husband and all the disputes and differences in their regard have been amicably settled by the parties hereto during the process of mediation and that they shall not initiate any litigation in future against each other in respect of marriage of complainant/wife and respondent/husband, subject to fulfillment of terms of their settlement.”

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.9 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 29.01.2015, a sum of Rs.7,50,000/- has already been received by respondent No.2 (wife). The balance sum of Rs.1,50,000/- has been brought to the court in the shape of a demand draft dated 11.12.2015 bearing No. 007335 drawn on Axis Bank Ltd. in favour of respondent No.2(wife) herein. The respondent No.2 (wife) acknowledges receipt thereof subject to its encashment.

6. The respondent No.2-complainant, who is present in Court and has been identified by the IO in the subject FIR, namely, ASI Tej Ram, PS-Najafgarh, 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.

7. 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 29.01.2015 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.

8. Resultantly, the FIR No.1089/2014 under Sections 406/498-A/34 IPC registered at Police Station- Najafgarh, Delhi and the proceedings arising therefrom are hereby set aside and quashed *qua* all the petitioners subject to their depositing a sum of Rs.5,000/- each with the Victims' Compensation Fund, Government of NCT 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.

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

JANUARY 08, 2015

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SIDDHARTH MRIDUL, J

