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*** IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of decision: 11th January, 2016

+ W.P.(CRL) 76/2016 and Crl. MA No. 426/2016 (Exemption)

JATIN GUPTA & ORS.

..... Petitioners

Through

**Mr. Tanveer Ahmed Mir, Advocate
along with petitioner no. 1**

versus

STATE & ANR

..... Respondents

Through

**Ms. Richa Kapoor, ASC (Crl.)
SI Parveen Kumar, P.S. Adarsh Nagar
Respondent no. 2/Complainant (Wife)
in-person**

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. 853/2014 under Sections 406/498A/34 IPC registered at Police Station- Adarsh Nagar, Delhi and the proceedings arising therefrom.

2. The facts in brief are that the petitioner no. 1 (husband) and respondent No.2/complainant (wife) were married to each other according to Hindu rites and customs on 11th March, 2011. Owing to temperamental and

ideological differences between the parties to the marriage, they started living separately since 2nd December, 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.

3. Counsel for the parties state that with the aid and assistance of the Delhi High Court Mediation and Conciliation Centre, the parties to the union have arrived at an amicable resolution of their outstanding matrimonial dispute culminating into a Settlement Agreement dated 29th April, 2015. The salient terms and conditions of the said Settlement Agreement are as follows:-

“a) That the first party shall pay a sum of Rs. 26,50,000/- (Rupees Twenty Six Lakhs Fifty Thousand 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 with no claim against the first party in any manner whatsoever.

b) That the second party accepts the above settled in full and final of her claims.

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 on or before 7th June, 2015. At the time of recording of the statement under Section 13(B)(1) of the Hindu Marriage Act, the first party shall pay a sum of Rs. 8,00,000/- (Rupees Eight Lakhs only) by way of pay order/demand draft to the second party drawn in her favour.

d) The parties shall file the petition under Section 13(B)(2) of HMA before the court concerned within 7 months from the grant of the first motion. At the time of recording of the statement in the second motion, the first party shall deposit a sum of Rs. 12,00,000/- (Rupees Twelve Lakhs only) by way of pay order/demand draft in the name of the second party which pay order/demand draft.

e) That within 30 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. 853/2014 PS Adarsh Nagar, New Delhi Under Section 498A/406/34 IPC lodged by the second party. The second party undertakes to cooperate, appear and 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. The first party shall give balance settlement amount of Rs. 6,50,000/- (Rupees Six Lakhs Fifty Thousand only) by way of pay order/demand draft to the second party drawn in her

favour before this Hon'ble Court at the time of quashing of the said FIR.

f) On receipt of the total settled amount of Rs. 26,50,000/- (Rupees Twenty Six Lakhs Fifty Thousand only) by the second party, the second party shall left with no claims of any nature including stridhan/dowry articles, maintenance (past, present and future) permanent alimony etc. whatsoever against the first party.”

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. 26.50 lakhs towards all her claims *vis. a vis.* permanent alimony, dowry articles, maintenance past, present and future etc. against the petitioners. The agreement between the parties is lawful and the same is hereby accepted.

5. Counsel for the parties further state that pursuant to the said Settlement Agreement dated 29th April, 2015, the sum of Rs. 20 lakhs has already been received by respondent no.2 (wife). The balance sum of Rs. 6.50 lakhs has been brought to the Court in the shape of Demand Draft dated 5th January, 2016 bearing No. 444622 drawn on Kotak Mahindra Bank in favour of respondent no. 2(wife) herein. The latter acknowledges receipt thereof subject to its encashment.

6. In the present case, it is observed that pursuant to the settlement arrived at between the parties to the union, a decree of divorce by mutual consent has already been obtained by the parties from the concerned Family Court.

7. Respondent No.2/complainant (wife), who is present in Court and has been identified by the Investigating Officer i.e. SI Parveen Kumar, Police Station- Adarsh Nagar, Delhi, 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 emanating 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 29th April, 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.

9. Resultantly, the FIR No. 853/2014 under Sections 406/498A/34 IPC registered at Police Station- Adarsh Nagar, Delhi and the proceedings arising

therefrom are hereby set aside and quashed qua all the petitioners subject to all of the petitioners depositing a consolidated sum of Rs. 50,000/- with the Victims' Compensation Fund within a period of two weeks from today. A copy of the receipt thereof shall be provided to the Investigating Officer in the subject FIR.

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

11. *Dasti.*

JANUARY 11, 2016
sd

SIDDHARTH MRIDUL, J