

\$~10

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

DECIDED ON : 19th SEPTEMBER, 2016

+ **W.P. (CRL.) 209/2016**

MAYANK GUPTA & ORS. Petitioners

Through : Mr.Sanjay Rathi, Advocate.
versus

STATE (NCT OF DELHI) & ORS. Respondents

Through : Mr.Rajesh Mahajan, ASC with SI
Ashok, PS Kirti Nagar.

CORAM:
HON'BLE MR. JUSTICE S.P.GARG

S.P.GARG, J. (Oral)

1. Present petition under Article 226 of the Constitution of India read with Section 482 Cr.P.C. has been filed by the petitioners for quashing of the FIR No.362/2015 registered under Sections 323/341/354/506/509/34 IPC at PS Kirti Nagar. Status report is on record.

2. I have heard the learned counsel for the parties including the complainant and have examined the file. Undisputedly, the petitioners are facing trial in case FIR No. 362/2015 registered under Sections 323/341/354/506/509/34 IPC at PS Kirti Nagar. It is informed that vide settlement agreement dated 25.08.2015 before Delhi Mediation Centre, Tis Hazari Courts, Delhi, the complainant agreed to get the above FIR quashed.

3. Complainant / respondent No2 is present in person in the Court. I have enquired from the complainant if she is agreeable to the settlement arrived at with the petitioners and whether the terms and conditions of the settlement have been complied with. The complainant has informed that she is not agreeable to the quashing of the FIR at this stage as certain terms and conditions arrived at between the parties have not been adhered to by the petitioners. She has informed that after the grant of first motion, the petitioners have not filed second motion petition to seek divorce by mutual consent. Moreover, dowry articles as agreed have not been returned by the petitioners to her daughter.

4. Learned counsel for the petitioners urged that second motion petition has not been filed as there is apprehension that after grant of divorce by mutual consent, the respondent No.2/ complainant would not report for quashing of the FIR in question. He further states that no dowry articles were agreed to be returned over and above the settlement agreement dated 25.08.2015.

5. As per settlement agreement dated 25.08.2015, first motion petition was to be filed on or before 10.09.2015. The second motion petition was to be filed within fifteen days after the expiry of the statutory period of six months and remaining payment of ₹8.25 lacs was to be given to the complainant's daughter. Apparently, the second motion petition has yet not been filed.

6. Since the complainant is not agreeable for quashing of the FIR due to violation of the terms and conditions of the settlement, the petition filed by the petitioners under Section 482 Cr.P.C. cannot be allowed on the basis of mere settlement dated 25.08.2015. The petition is dismissed.

7. It is, however, made clear that in case of compliance of the terms and conditions of the settlement, the parties will be at liberty to move petition for quashing of the FIR in question as per law.

(S.P.GARG)
JUDGE

SEPTEMBER 19, 2016 / tr

