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IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 22nd February, 2016

W.P.(CRL) 559/2016

SUMIT PUJARA & ORS.

..... Petitioners

Through: Mr M.M.Singh and Ms Srujana,
Advocates

versus

STATE & ANR.

..... Respondents

Through: Mr R.S.Kundu, Addl. Standing
Counsel (Crl.).

Mr A.K.Singh, Advocate for R-2.

SI Ashok, PS- Kirti Nagar.

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.508/2014 under Sections 406/498A/34 IPC registered at Police Station- Kirti 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 12.03.2011. Owing to temperamental and ideological differences between the parties to the marriage, they started living separately since 28.07.2013. No child has been born out of the said wedlock. 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 intervention of the family members and relatives the outstanding matrimonial dispute between the parties to the union has been settled amicably by way of a Settlement Deed dated 28.08.2014. The salient terms and conditions of the afore-stated settlement are as follows:-

“1. That it is mutually agreed that First party shall pay a sum of Rs.10,00,000/- (Rupees Ten Lacs only in total to the Second Party towards full and final one time permanent alimony which includes her past, present and future maintenance and alimony. Out of this amount, Rs.6,00,000/- (Six Lacs Only) shall be paid by the First

Party to the Second Party at the time of first motion in petition for grant of divorce by mutual consent before the Family Courts, Rohini Courts, Delhi. The balance amount of Rs.3,00,000/- (Rupees Three Lakhs only) out of the said amount of Rs. 10,00,000/- (Rupees en Lacs only) shall be paid by the First Party to the Second Party at the time of Second motion in the aforesaid petition for grant of divorce by mutual consent and the remaining balance amount of Rs. 1,00,000/- (One Lacs Only) shall be paid at the time of quashing of FIR No.508/2014, before the Hon'ble Delhi High Court at Delhi. It is further agreed that no amount shall be payable to the Second Party by the First Party at the time of execution of present Settlement Deed. It further agreed that amount of Rs. 10,00,000/- will be paid by way of Demand Draft in favor of second party.

2. That it is further agreed that after the receipt of this amount of Rs.10,00,000/- (Rupees Ten Lacs only) by the Second Party from the First Party, the Second Party shall have no right, title, interest or claim whatsoever either on any of the moveable/immoveable properties of the First Party, whether acquired by the First Party by himself or inherited by him by way of inheritance.

3. That the Second Party acknowledged and accepted that she has already received all her dowry articles, Stridhan, Jewellery and other valuables/gifts etc. and nothing remains due to her from the First Party/family members.

4. That the parties herein have assured each other that subsequent to this Settlement Deed, there remains no past, present or future claim of any nature whatsoever, against each other and every claim of the parties qua each other as well as family members stands satisfied to the complete satisfaction of the parties. The Second Party has further

assured the First Party that she will neither seek any maintenance for herself nor seek any right over the properties or assets of the First Party or his family members in future or lodge any other claim of any nature whatsoever against the First Party and his family members.

5. That neither of the parties does not have any objectionable photographs of each other and hence any probability of misuse does not arise at all.

6. That the Maintenance petition No.279/2014, before the Hon'ble Court of Kamlesh Kumar, Family Court, Rohini, Delhi and a Domestic violence Act Complaint filed by Second party bearing no. /2014 pending in the court of Ms Shilpi Jain, MM, Rohini Court, Delhi for 18.10.2014 and any other case/complaint filed by Second Party shall be withdraw by her and further undertake to cooperate/appear & give NOC (Affidavit) in quashing of the F.I.R. No.508/2014 with PS Kirti Nagar before Hon'ble High Court of Delhi. However, both the parties undertake that complaint/suit or any other proceeding which has been filed by either party, shall withdraw the same.

7. That all the claims of both the parties against each other and their family members stands settled and both the parties undertake not to lodge any complaint or initiate any suit, claim or any other proceeding before any court, authority, commission etc., except the petition for the dissolution of their marriage against each other as well as their family members arising out of the present dispute after the signing of this Settlement Deed. Both the parties have further agreed to obtain divorce by way of mutual consent and undertake to take all steps necessary including the signing of all the relevant documents including the petitions etc for both, the First as well as the Second

Motion and appearing before the court & further undertake to take all steps necessary for the dissolution of their marriage and quashing of FIR No.508/14, as require under the law.

8. That the present settlement deed is being executed by the respective parties out of their own sweet will, without any force, fraud, coercion or undue influence from either side.”

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.10 lakh towards all her claims *vis. a vis.* permanent alimony, stridhan, dowry articles, maintenance past, present and future etc. against the petitioners.

5. Counsel for the parties further state that pursuant to the said settlement between the parties to the union, a sum of Rs.9 lakh has already been received by respondent no.2 (wife). The balance sum of Rs. 1 lakh has been brought to the Court in the shape of revalidated Demand Draft dated 07.08.2015 bearing No.005094 drawn on Indian Bank, Rohini, Sector-24, Delhi, 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 dated 15.05.2015 has already been obtained by the parties from the concerned Family Court, Rohini, Delhi.

7. Respondent No.2/complainant (wife), who is present in Court and has been identified by the Investigating Officer i.e. SI Ashok, Police Station- Kirti 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 Deed dated 28.08.2014 without any undue influence, pressure or coercion; as the parties have obtained decree of divorce by mutual consent on 15.05.2015; and the settlement 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.508/2014 under Sections 406/498A/34 IPC registered at Police Station- Kirti Nagar, Delhi and the proceedings arising therefrom are hereby set aside and quashed qua all the petitioners subject to each of them depositing a sum of Rs.5,000/- 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 directions the writ petition is allowed and disposed of accordingly.

FEBRUARY 22, 2016
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SIDDHARTH MRIDUL, J

