

IN THE HIGH COURT OF DELHI AT NEW DELHI*Date of decision: 24th February, 2016***W.P.(CRL) 612/2016****VIKAS DHINGRA & ANR**

..... Petitioners

Through: Mr Sanjeet Kumar, Advocate.

versus

THE STATE (GOVT OF NCT OF DELHI) & ANR.

..... Respondents

Through: Ms Neha Dhir, Advocate for
Ms Nandita Rao, Addl. Standing
Counsel (Crl.).

Ms Kalpana Jain, Advocate for R-2.

SI Manish Kumar CAW/East Delhi.

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.370/2013 under Sections 406/498A IPC registered at Police Station- Gandhi 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 06.10.2011. One female child, namely, Baby Dimpy was born out of the said wedlock on 17.08.2012, who is in the care and custody of respondent No.2 (wife). Owing to temperamental and ideological differences between the parties to the marriage, they started living separately since 05.10.2013. On a complaint instituted by respondent no.2 (wife), the subject FIR was registered against the petitioner no. 1 (husband) and his family member.

3. Counsel for the parties state that with the intervention of the relatives and friends the outstanding matrimonial dispute between the parties to the union has been settled amicably by way of a Memorandum of Understanding dated 30.01.2014. The salient terms and conditions of the afore-stated settlement are as follows:-

“1.That the second party has settled all her claim regarding past, present and future maintenance.

2. That it has been further agreed between the parties that after the divorce the second party shall not claim any maintenance for her and the female child namely Baby DIMPY. And both the parties will not file any case,

complaint etc. against each other or their family members in future with respect to this marriage.

3. That the second party has settled all her claim regarding past, present and future maintenance in a total sum of Rs.4,70,000/- (RUPEES FOUR LAC SEVENTY THOUSAND) and first party has agreed to pay the same to the second party.

4. That it is necessary to mention that the first party will pay Rs.1,00,000/- to the second party at the time of recording of statement of 1st motion before the Hon'ble court. It is further agreed between the parties that the first party will pay Rs.1,00,000/- to the second party at the time of recording of the statement of 2nd motion before the Hon'ble court.

5. That it has also been agreed between all parties that one F.D. of Rs.2,00,000/- in the name of Baby DIMPY and same will be cashed by Baby DIMPY at the time of attaining the age of majority i.e. 18 yrs and Rs.70,000/- will be given to the second party at the time of quashing of the Fir no.370/13 in Hon.ble High Court of Delhi.

6. That one petition u/s. 125 Cr.P.C is filed by the second party and the same is pending before the HON'BLE COURT OF MS. VANDANA JAIN, M.M., KKD COURT, and same is fixed for 31/03/2014. It is agreed between the parties that the second party will withdraw the same petition and cooperate in filing the mutual divorce within 10 days from today i.e. 30.01.2014.

7. That it has been further agreed between the parties that after the divorce the second party shall not claim any maintenance for her and minor child Baby DIMPY. And both the parties will not file any case, complaint etc.

against each other or their family members in future with respect to this marriage.

8. That it has been further agreed between the parties that they shall have no concern with each other in future and they shall be at their liberty to restart their lives as they like.

9. That this MEMMORANDUM OF UNDERSTANDING has been executed voluntarily, without any kind of pressure, force in any manner and they have put their signature after fully understanding the contents mentioned herein.”

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.4,70,000/- 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.2 lakh has already been received by respondent no.2 (wife). Out of the balance sum of Rs.2,70,000/-, a sum of Rs.2,00,000/- has been handed over to the respondent No.2 (wife) in court today in the form of an FD in the name of the minor girl Dimpy under the guardianship of respondent No.2. The balance amount of Rs.70,000/- has been handed over in cash to the

respondent no.2(wife) in court today. The respondent No.2 (wife) acknowledges receipt thereof.

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 17.03.2015 has already been obtained by the parties from the concerned Family Court, Karkardooma, Delhi.

7. Respondent No.2/complainant (wife), who is present in Court and has been identified by her counsel as above, 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 without any undue influence, pressure or coercion; as the parties have obtained decree of divorce by mutual consent on 17.03.2015, no useful purpose will be served by proceeding with the subject FIR and the proceedings arising therefrom.

9. Resultantly, the FIR No.370/2013 under Sections 406/498A IPC registered at Police Station- Gandhi Nagar, Delhi, and the proceedings

arising therefrom are hereby set aside and quashed qua the petitioners subject to their depositing a sum of Rs.20,000/- in the name of Dimpy U/G Heena Rani, A/c No.305800PU00047101, Customer I.D. CPW028083, Punjab National Bank, Branch- Radhey Puri, 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 directions the writ petition is allowed and disposed of accordingly.

11. A copy of this order be given *dasti* under signature of Court Master to counsel for the parties.

SIDDHARTH MRIDUL, J

FEBRUARY 24, 2016

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