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* IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 12th February, 2016

+ W.P.(CRL) 481/2016

SARFARAZ & ANR.

..... Petitioners

Through

Mr. Arun Dhiman and Mr. Ayaz Khan, Advocates along with petitioners

versus

STATE & ANR

..... Respondents

Through

Mr. Sanjay Lao, ASC (Crl.) with Mr. Siddharth Sindhu, Advocate SI Mukesh Kumar, P.S. Civil Lines Mr. Mohd. Arif, Advocate for Resp. no.2/complainant along with Complainant

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. 371/2015 under Sections 406/498A/34 IPC registered at Police Station- Civil Lines, 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

Muslim rites and customs on 18th October, 2013. Owing to temperamental and ideological differences between the parties to the marriage, they started living separately since 22nd July, 2014. 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 mother.

3. Counsel for the parties state that with the aid and assistance of Delhi Mediation Centre, Tis Hazari Courts, Delhi, the outstanding matrimonial dispute between the parties to the union has been settled amicably by way of a Compromise Deed dated 23rd December, 2015. The salient terms and conditions of the settlement as enshrined in the said Compromise Deed are as follows:-

“1. It has been settled between the parties that the applicant shall pay a total sum of Rs. 14,00,000/- (Rupees Fourteen Lakhs Only) by way of cash/DD or cheque against valid receipt along with mehar of 10 tola gold jewellery, to the complainant as under:-

(i) Rs. 5,00,000/- (Rupees Five Lakh only) as well as mehar of 10 tola gold jewellery shall be paid by the applicant to the complainant on 05.01.2016 before the Court of Ms. Neena Krishan Bansal, Principal Judge, Family Courts, Tis Hazari Courts, Delhi and the complainant shall withdraw the petition u/s 125 Cr.PC. on receiving the amount of Rs. 5,00,000/- as well as mehar of ten tola gold jewellery.

- (ii) It has been agreed between the parties that both parties shall file a joint application to withdraw the complaint u/s 12 of DV Act pending before the Court of Ms. Mona Tardi Kerketta, Ld. MM, Tis Hazari Courts, Delhi in terms of the above noted settlement and at that time the applicant Dr. Sarfaraz shall make a payment of Rs. 5,00,000/- (Rupees Five Lakh only) to the complainant on or before 20.01.2016.
- (iii) Applicant Dr. Sarfaraz undertakes meanwhile i.e. on or before 20.01.2016 he will withdraw the captioned suit for permanent injunction with consequential relief of mandatory injunction for restitution of conjugal rights filed before the Court of Ms. Roopa, Ld. Civil Judge, (Junior Division), Nuh, District Mewat, Haryana on or before 20.01.2016 and shall make a statement before the Court of Ms. Mona Tardi Kerketta, Ld. MM, Tis Hazari Courts, Delhi that he has withdrawn the above mentioned suit from the concerned Court.
- (iv) It has been agreed between the parties that applicant shall make a payment of Rs. 4,00,000/- (Rupees Four Lakh only) when complainant shall make statement before the Hon'ble High Court in petition to be filed by both the parties for quashing of the FIR bearing no. 371/2015, PS Civil Lines, u/s 498A/406/34 IPC before the Hon'ble High Court of Delhi. The complainant shall cooperate with the applicant and also shall file her affidavit for the quashing of the FIR. She will also make a statement in terms of the compromise arrived between the parties before the Hon'ble High Court. The said petition for quashing the FIR shall be filed on or before 05.02.2016."

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. 14 lakhs towards all her claims against the petitioners.

5. Counsel for the parties further state that pursuant to the said settlement between the parties to the union, the sum of Rs. 10 lakhs has already been received by respondent no.2 (wife). The balance sum of Rs. 4 lakh has been paid to respondent no. 2 (wife) today. The latter acknowledges receipt thereof.

6. Counsel for the parties also state that pursuant to the settlement arrived at between the parties to the union, a *Talaqnama* in accordance with Muslim Personal Law has already been executed between the parties on 5th February, 2016.

7. Ms. Najma Bano, the respondent No.2/complainant (wife), who is present in Court and has been identified by the Investigating Officer i.e. SI Mukesh Kumar, Police Station- Civil Lines, 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 Compromise Deed dated 23rd December, 2015, without any undue influence, pressure or coercion; as the parties have obtained *Talaqnama* on 5th February, 2016; 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. 371/2015 under Sections 406/498A/34 IPC registered at Police Station- Civil Lines, 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 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.

SIDDHARTH MRIDUL, J

FEBRUARY 12, 2016
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