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

Date of decision: 12th February, 2016

+ W.P.(CRL) 480/2016

SHRI KARAN GARG & ORS.

..... Petitioners

Through

**Mr. Varun Dhingra, Mr. Aman
Vachher, Mr. Ashutosh Dubey and
Mr. Sagar Mehra, Advocates along
with petitioners**

versus

STATE & ANR

..... Respondents

Through

**Mr. Rajesh Mahajan, ASC (Crl.) with
Ms. Parul Jamwal, Advocate
SI Ranbir Singh, P.S. Bharat Nagar
Mr. Ajeet Singh, Mr. D.Pratap Singh
and Mr. Kamlesh Shah, Advts. 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. 93/2016 under Sections 406/498A/34 IPC registered at Police Station- Bharat 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 6th May, 2013. Owing to temperamental and ideological differences between the parties to the marriage, they started living separately since 5th 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 family members.

3. Counsel for the parties state that with the aid and assistance of the well wishers and the family members, the outstanding matrimonial dispute between the parties to the union has been settled amicably by way of a Settlement Agreement dated 30th July, 2015. The salient terms and conditions of the settlement as enshrined in the Agreement are as follows:-

“1. That as per the settled terms & conditions, the First Party has paid a sum of Rs. 2,00,000/- (Rupees Two Lakhs Only) through pay order No. 562059, dated 30.07.2015 drawn on State Bank of India, Branch Rohini Courts, Delhi in favour of Smt. Nidhi Garg, i.e. Second Party at the time of signing of the present MOU.

2. That on or before, both the parties shall file the mutual petition under section 13 (B) (1) (First Motion) of the Hindu Marriage Act for obtaining the Decree of Divorce and at the time of recording of statement of both the Parties (within 7 days from signing the said Settlement

Agreement), the First Party shall pay a sum of Rs. 2,50,000/- (Rupees Two lacs Five thousand Only), through case/DD/pay order to the Second Party, and return to her all the articles mentioned in the list which admitted by both the parties.

It is also clear between both the parties that the above said items also mentioned in the admitted list as are similar and the second party shall not claim in excess and it is also clear that the items mentioned in the admitted list given by the First party shall be final and both parties are agreed to this.

It is also clear between both parties that the above said list of articles is stand as last and final and second party shall not claim any article (other) apart from the said list in future from the first party.

3. That the Second Party shall file an application to withdraw the case of DV Act and Execution and at the time of withdrawing the same from the court, the First party shall pay a sum of Rs, 2,00,000/- (rupees Two Lakhs Only), through cash/DD/pay order.
4. That the Second Party shall file an application to withdraw the petition under section 125 of Cr.P.C. and at the time of withdrawal of the above said petition, the first party shall pay a sum of Rs. 2,00,000/- (rupees Two Lakhs Only) through cash/DD/pay order to the Second Party.
5. That the First Party shall file the petition under section 482 of Cr.P.C., before Hon'ble High Court of Delhi for quashing the F.I.R. no. 1014/15 under section 354/323/34 of IPC and before Hon'ble High Court and the second party shall cooperate with the signing of the affidavit / NOC in respect of the aforesaid quashing of F.I.R. the first party shall pay a sum of Rs. 3,00,000/- (Rupees Three Lakhs Only), through cash/DD/pay order, to the Second party and it is also made clear that

the Second Party shall co-operate with the First Party to getting the order for quashing of above said F.I.R. qua the First party as well as his Mama, namely Shri Inder Pal Kalra who is co-accused in the afore mentioned F.I.R.

6. That both the parties undertake to render their full co-operation in making expeditious compliance of the conditions mentioned herein before i.e. in paragraphs 1 to 6 at any rate within a period of 15 days from the signing of the instant Memorandum of Understanding / Settlement Agreement.
7. That immediately after six months from the date of order of first Motion, as per the provision of Hindu Marriage Act, both the parties shall file the mutual petition under section 13 (B) (2) (Second Motion) of the Hindu Marriage Act for obtaining the Decree of Divorce and at the time of recording of statement of both the Parties, the First Party shall pay a sum of Rs. 3,00,000/- (Rupees Three Lakhs Only), through cash/DD/pay order to the Second party.
8. That thereafter, the First Party, his mother and sister, shall jointly file a petition under article 226 of the Constitution of India, 1950 or under section 482 of Cr.P.C (whichever is applicable), before Hon'ble High Court of Delhi for quashing the F.I.R. no. 93/15 with the P.S. Bharat Nagar under sections 498A/406/34 of IPC or any proceeding arising out of it, before the Hon'ble High Court, the First party shall pay a sum of Rs. Rs. 3,00,000/- (Rupees Three Lakhs Only), through cash/DD/pay order, to the Second party and the Second Party undertakes to co-operate with the First Party and others in the aforesaid proceedings seeking quashment of FIR No. 93/15 or any other proceeding arising out of it.
9. That the Second Party has given up all her disputes and claims against the First Party including/on account of

dowry and stridhan and accordingly, now none of them has any claim against each other, on any account whatsoever.

10. It is also pertinent to mention here that the Second Party shall not claim any arrears of maintenance from the First party after the present Settlement Agreement has been successfully executed and completed/settled between both the parties towards the full and final settlement.

11. That it is also made clear that the Second Party shall not claim any title, right, share, ownership from any property of First Party whether it is movable or immovable or ancestral or self acquired.”

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. 17.5 lakhs 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, the sum of Rs. 14.5 lakhs has already been received by respondent no.2 (wife). The balance sum of Rs. 3 lakh has been paid to respondent no. 2 (wife) today. The latter 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 8th February, 2016 has already been obtained by the parties from the concerned Court.

7. Respondent No.2/complainant (wife), who is present in Court and has been identified by the Investigating Officer i.e. SI Ranbir Singh, Police Station- Bharat 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 30th July, 2015, without any undue influence, pressure or coercion; as the parties have obtained decree of divorce by mutual consent on 8th 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. 93/2016 under Sections 406/498A/34 IPC registered at Police Station- Bharat Nagar, Delhi and the proceedings arising therefrom are hereby set aside and quashed qua all the petitioners subject to each of the petitioners depositing a sum of Rs. 10,000/- each with the Delhi

High Court Legal Services Committee 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 12, 2016
sd

SIDDHARTH MRIDUL, J

