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IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 17.02.2016

W.P.(CRL) 511/2016

SANJAY JAIN & ORS

..... Petitioners

Through: Counsel (appearance not given)

versus

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

Through: Mr. Sanjay Lao, ASC (Criminal) with
Mr. Siddharth Sindhu, Advocate and
SI Manish Chaudhary, PS- Welcome
for R-1

Mr. Ravi Chand Garg, Advocate for
R-2 along with R-2 in person

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 (Cr.P.C.) seeking quashing of FIR No.370/2013, under Sections 498A/406/34 IPC and Section 4 of Dowry Prohibition Act, 1961 registered at Police Station- Welcome, Delhi and the proceedings emanating therefrom.

2. The facts in brief are that on 09.12.2004 the petitioner No.1 married respondent No.2 according to Hindu customs, rites and ceremonies in Delhi. Two female children, namely, Mansi and Diya, aged nine years and seven years respectively were born out of the said wedlock on, who are in the care and custody of petitioner No.1 (husband). Owing to ideological and temperamental differences the parties to the marriage have been living separately since October, 2008. On a complaint filed by the respondent No.2 (wife) against her husband (petitioner No.1) and his family members, the subject FIR was registered.

3. Eventually better sense prevailed and the parties decided to settle all their matrimonial disputes with the assistance of Mediation Centre, Karkardooma Courts, Delhi. The settlement agreement dated 24.02.2014 is annexed to this petition as Annexure P-2. The salient terms and conditions of the said settlement agreement dated 24.02.2014 are as follows:-

“Present: Complainant Monica Jain along with her father Sh. Vijay Kumar Jain and counsel Sh. Ravi Garg.
Respondent Sanjay Jain along with counsel Sh. Vikas Bhatia.

It is a matrimonial dispute. The parties earlier had arrived to mediation settlement dated 05.12.2011. That settlement however has not been acted upon and rather parties got into further litigation by way of registration of FIR No.370/13, u/s 498A/406 IPC at

P.S. Welcome and also filed at the instance of complainant against respondent and his family members and complainant also filed one another complaint under D.V. Act against the respondent and they are also involved in execution proceedings arising in a divorce petition u/s 24 HMA. The parties have once again come to the Mediation Centre in proceedings in bail application of respondent/husband Sanjay Jain from the court of Sh. Ravinder Dudeja referred to vide order dated 03.02.2014 and have reached to the settlement on the following terms and conditions:

It has been agreed upon between the parties that they would move the court concerned for seeking divorce by mutual consent and the first motion petition has been agreed to be filed on or before 04.03.2014 and second motion petition has been agreed to be filed after six months of passing of order in first motion petition.

It has also been agreed upon between the parties that within a period of one month after grant of divorce by mutual consent they would move to Hon'ble High Court for quashing of FIR.

It has also been agreed upon between the parties instead of amount of Rs.5 Lac as agreed earlier the respondent will compensate for a total amount of Rs.5.5 Lac at the time of recording statement in the first motion petition, second installment of Rs.2 Lac to be paid at the time of grant of divorce petition and balance amount of Rs.1.5 Lac has been agreed to be paid on the date of recording of the statement of complainant giving her no objection before Hon'ble High Court in quashing petition u/s 482 Cr.P.C.

It has also been agreed upon between the parties that the respondent will get prepare one Demand Draft in the name of complainant of the amount of Rs.2 Lac towards payment of first installment and copy of DD to be submitted to the complainant along with copy of draft petition.

It has been agreed upon that the payment of second and third installment to be made through

demand draft to be prepared in the name of Monica Jain.

It has also been agreed upon that Monica Jain will also withdraw her petition under D.V. Act and above said execution proceedings on any date after completion of first motion petition.

It has also been agreed upon that the parties will not get into any other litigation in future. As far as issue of two children is concerned, that has already been settled in earlier settlement dated 05.12.2011. Parties will remain abide by the same.

There is no other issue between the parties.

It has also been agreed upon between that the parties that upon having received the copy of DD the original DD to be kept on Court file along with the first motion petition and upon having received the copy of the same the complainant will give no objection to the pending bail application of accused/respondent/husband Sanjay Jain.

This settlement has been arrived at between the parties out of their own free will and volition and they have signed the same in my presence.”

4. In a nutshell it has been agreed by and between the parties that Sanjay Jain shall pay a sum of Rs.5,50,000/- (Rupees Five Lacs Fifty Thousand Only) to Monica Jain as full and final settlement against stridhan, dowry articles, present, past, future maintenance and permanent alimony etc. In pursuance to the aforesaid settlement, a sum of Rs.4,00,000/- (Rupees Four Lacs Only) has already been received by the complainant. The balance sum of Rs.1,50,000/- (Rupees One Lac Fifty Thousand Only) has been brought to the Court in the shape of a Demand Draft bearing No.025089 dated

08.12.2015, drawn on Bank of Baroda, Pusa Road, New Delhi. The same is handed over to the complainant in Court today who acknowledges receipt thereof subject to its realization.

5. Monica Jain, respondent No.2/complainant, who is present in Court and has been duly identified by IO SI Manish Chaudhary, Police Station-Welcome, Delhi states that in view of the settlement arrived at between the parties, she is no longer keen to proceed with the subject FIR and the proceedings arising therefrom.

6. In view of the foregoing, since the dispute which resulted in the registration of the subject FIR has already been resolved amicably by the parties without any undue influence, pressure or coercion, no useful purpose will be served by proceeding with the subject FIR and the proceedings arising therefrom.

7. Consequently, FIR No.370/2013, under Sections 498A/406/34 IPC and Section 4 of Dowry Prohibition Act, 1961 registered at Police Station-Welcome, Delhi and the proceedings emanating therefrom are hereby set aside and quashed *qua* all the petitioners subject to their depositing an aggregate sum of Rs.15,000/- (Rupees Fifteen Thousand Only) with the Victims' Compensation Fund, Government of NCT of Delhi within a period

of two weeks from today. The receipt of the said deposit shall be furnished to the concerned IO.

8. The writ petition is disposed of accordingly.

SIDDHARTH MRIDUL, J

FEBRUARY 17, 2016

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