

#49

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

Date of decision: 29th February, 2016

+ W.P.(CRL) 680/2016 and Crl. MA No. 3682/2016 (Exemption)

VISHAL SEIGELL & ANR Petitioners
Through Mr. Shailender Dahiya, Advocate
along with petitioners

versus

THE STATE & ANR Respondents
Through Ms. Richa Kapoor, Addl. Standing
Counsel (Crl.)
SI Om Prakash, PS Amar Colony
Resp. No. 2/Complainant in-person

CORAM:

HON'BLE MR. JUSTICE SIDDHARTH MRIDUL

SIDDHARTH MRIDUL, J (ORAL)

Crl. MA No. 3682/2016 (Exemption)

1. Exemptions allowed subject to all just exceptions.
2. The application is disposed of accordingly.

W.P.(CRL) 680/2016

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. 695/2014 under Sections 406/498A/34 IPC registered at Police Station- Amar Colony, 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 30th November, 2013. No child has been born out of the said wedlock. Owing to temperamental and ideological differences between the parties to the marriage, they started living separately since 8th March, 2014. On a complaint instituted by respondent no.2 (wife), the subject FIR was registered against the petitioner no. 1 (husband) and petitioner no. 2 (mother-in-law).

3. Counsel for the parties state that with the aid and assistance of Mediation Centre, Saket Courts, New Delhi, the outstanding matrimonial dispute between the parties to the union has been settled amicably by way of a Settlement Agreement dated 13th October, 2014. The salient terms and conditions of the settlement as enshrined in the said Settlement Agreement are as follows:-

“2. It is also agreed between the parties that the applicant/husband, Shri Vishal Seigell will pay to the complainant/wife Ms. Mriganka, a total sum of Rs. 45,000/- (Rupees Forty Five Thousand only) in full and final settlement towards all her claims arising out of the

marriage between the parties including maintenance- past, present and future, permanent alimony, stridhan and dowry articles.

3. It is also agreed between the parties that the settled amount of Rs. 45,000/- will be paid by the second party to the first party by way of cash/DD in three installments at different stages, in the following manner:

a) First installment of Rs. 15,000/- (Rupees fifteen thousand only) will be paid at the time of making statements by the parties in the first motion petition under Section 13-B(1) HMA for divorce by mutual consent and that the said petition will be filed by the parties after 15.3.2015 but not after 30.03.2015.

b) The second installment of 15,000/- (Rupees fifteen thousand only) will be paid by the second party to the first party at the time of making statements by the parties in the second motion petition under Section 13-B(2) HMA which shall be filed by the parties on the expiry of six months statutory period of passing the order on first motion petition.

c) The third and last installment of Rs. 15,000/- (Rupees fifteen thousand only) will be paid by the second party to the first party at the time of making statements by the parties before the Hon'ble High Court of Delhi in quashing proceedings of FIR No. 695/2014, PS Amar Colony, under Section 498A/406/34 IPC and that the petition for quashing of the said FIR will be filed within 15 days of passing the decree of divorce by mutual consent by the concerned Court.”

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. 45,000/-

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. 30,000/- has already been received by respondent no.2 (wife). The balance sum of Rs. 15,000/- has been brought to the Court in the shape of a Demand Draft dated 23rd December, 2015 bearing No. 079305 drawn on HDFC Bank in favour of Mriganka Dadwal, 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 15th February, 2016 has already been obtained by the parties from the concerned Family Court.

7. Respondent No.2/complainant (wife), who is present in Court and has been identified by the Investigating Officer i.e. SI Om Prakash, Police Station- Amar Colony, 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 13th October, 2014, without any undue influence, pressure or coercion; as the parties have obtained decree of divorce by mutual consent on 15th 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. 695/2014 under Sections 406/498A/34 IPC registered at Police Station- Amar Colony, Delhi and the proceedings arising therefrom are hereby set aside and quashed qua both the petitioners.

10. With the above directions, the writ petition is allowed and disposed of accordingly.

SIDDHARTH MRIDUL, J

FEBRUARY 29, 2016
sd