

IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 18.04.2016

W.P.(CRL) 729/2016

PANKAJ & ORS

..... Petitioners

Through: Mr Rana Parween Siddiqui,
Advocate.

versus

THE STATE (GOVT OF NCT OF DELHI) & ANR

..... Respondents

Through: Mr Rajesh Mahajan, Addl.
Standing Counsel (Crl.) with SI
Vijay Kumar, PS- Lajpat Nagar.

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.170/2013 under Section 498-A IPC registered at Police Station- Lajpat Nagar, New Delhi.

2. The facts in brief are that the petitioner-husband and respondent No.2/complainant (wife) were married to each other according to Hindu rites and customs on 23.01.2011. However, no child has been born out of the said wedlock. Due to temperamental and ideological differences between the

parties to the marriage, they started living separately since 20.04.2013. On a complaint instituted by respondent no.2 (wife), the subject FIR was registered against the petitioner-husband and his family members.

3. Counsel for the parties state that with the aid and intervention of the respectable persons of the society, the outstanding matrimonial dispute between the parties to the union has been settled amicably by way of a compromise/settlement deed dated 02.04.2015. A copy of the said compromise/settlement deed dated 02.04.2015 is annexed to the present petition at pages 22 to 24 as annexure P-2. The salient terms and conditions of the afore-stated compromise/settlement deed dated 02.04.2015 are as follows:-

“1. That it is agreed between the parties that the second party shall pay a total sum of Rs. 80,000/- to the first party as full and final settlement of all the disputes which includes dowry articles, stridhan, past and future including permanent alimony etc. of first party. Out of aforesaid full and final amount of Rs. 80,000/-, a sum of Rs. 30,000/- in cash is agreed to be paid by the second party to the first party at the time of recording the statement of divorce u/s 13(B)(1) of H.M. Act. Further an amount of Rs. 30,000/- in cash is agreed to be paid by the second party to the first party at the time of recording of statement of divorce u/s 13(B)(2) of H.M. Act before the Hon’ble Court and remaining amount of Rs. 20,000/- in cash shall be paid by the second party to the first party at the time of quashing of aforesaid FIR before the Hon’ble High Court of Delhi. The first party undertakes to cooperate the second party and his family members in getting the aforesaid FIR quashed.

2. That the first party undertakes that after receipt of full and final settlement amount of Rs. 80,000/- from the second party, she will not claim any other amount or article etc. from the second party and his family members in future nor shall claim any right over the property of the second party or his family members.

3. That both the parties will not institute any type of litigation against each other and against the family members of each other in future arising out of this marriage and will not interfere in the life of each other and in the life of family members of each other. Both the parties also undertake to withdraw their case/complaint/petition/suit etc, if any, filed by them against each other or their family members.

4. That the present compromise/settlement deed has been executed with the consent of both the parties and without any pressure, threats, coercion or undue influence.”

4. Pursuant to the aforesaid compromise/settlement deed dated 02.04.2015 the petitioner has undertaken to pay a total sum of Rs.80,000/- to respondent No.2/complainant (wife) towards all her claims *vis-à-vis* permanent alimony, stridhan, dowry articles, maintenance past, present and future etc. against the petitioners. A sum of Rs.60,000/- has already been received by respondent no.2. The remaining sum of Rs.20,000/- has been handed over to the respondent No.2 in Court today in cash. Respondent no.2 acknowledges receipt thereof. It is observed that pursuant to the settlement arrived at between the parties to the union, a decree of divorce by mutual consent dated 23.01.2016 has already been obtained by the parties from the concerned Family Court, Saket, New Delhi.

5. Respondent No.2/complainant (wife), who is present in Court and has been identified by the IO in the subject FIR, namely, SI Vijay Kumar, PS-Lajpat 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.

6. 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 the compromise/settlement deed dated 02.04.2015 without any undue influence, pressure or coercion; as the parties have obtained decree of divorce by mutual consent on 23.01.2016; 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.

7. Resultantly, FIR No.170/2013 under Section 498-A IPC registered at Police Station- Lajpat Nagar, New Delhi is hereby set aside and quashed qua the petitioners subject to their paying a sum of Rs.5,000/- each to the respondent No.2/complainant by 15.07.2016. A copy of the receipt thereof shall be provided to the IO in the subject FIR.

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

SIDDHARTH MRIDUL, J

APRIL 18, 2016

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