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IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 16.03.2016

W.P.(CRL) 761/2016

GUNJAN PATNI & ORS

..... Petitioners

Through: Ms Shobha Gupta and Ms Amrita,
Advocates.

versus

THE STATE & ANR

..... Respondents

Through: Ms Richa Kapoor, Addl. Standing
Counsel (Crl.) with Ms Mallika
Parmar, Advocate.

SI Pancham Kumar, PS- Saket.

Mr Jitender Singh, Ms Meenu Singh
and Mr Aman, Advocates for R-2.

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 (hereinafter

referred to as 'the Code') seeking quashing of FIR No.271/2015 under Sections 120B/34/406/498A IPC registered at Police Station- Saket, Delhi.

2. The facts in brief are that the subject FIR came to be registered on a complaint instituted by the respondent No.2-wife against her husband-petitioner No.1 and his family members.

3. The parties who are present in person and have been identified by their respective counsel as well as the IO in the subject FIR, namely, SI Pancham, PS- Saket, state that with the aid and assistance of the District Mediation Centre, Saket, they have arrived at an amicable resolution of all their outstanding marital disputes. A compromise deed dated 18.08.2015 is annexed as Annexure-B to the present petition. The salient terms and conditions of the said compromise deed dated 18.08.2015 as follows:-

“Both the parties have decided the aforesaid course of action with their freewill in order to bring the peace and the second party has agreed to pay a sum of Rs. 15,00,000/- to the first party as a lump sum amount towards her permanent alimony, istridhan, maintenance etc. and a demand draft No.679693 dated 10.8.2015 drawn on Union Bank of India, payable at New Delhi has been handed over to the first party by the second party. The first party has received the aforesaid demand draft and as such she acknowledges the receipt thereof.

That in addition to the aforesaid amount the second party has also returned the articles belonging to the first party including cloths jewellery etc. and nothing remains to be returned by the second party to the first party. The first party has also returned the articles which were gifted by the second party to the first party and the second party has received all the articles and nothing remains to be returned by the first party to the second party. In nutshell, both the parties have performed their duties as per the terms of the settlement and all the parties have received the articles including cloths, jewellery etc., from each other and no claim is left over in this regard.

That it is assured by the second party and his family members that the complaint dt. 29.4.2015 which they have filed before the Income Tax Department, against the first party her father Mr Prakash Jain, his relatives and business partners, would not be pursued by the second party or his family members. It is undertaken by him that he will take all the necessary steps to get the said complaint closed in all respects. However if any responsibility is attributed to the first party's father, his relatives and business associates, the second party will make all endeavours to resolve the same and help the first party and his relatives settle the matter with the income tax department. The second party agrees/admits that the complaint filed by him before the income tax department was due to aggression and misrepresentation and the information was not correct.

That both the parties have decided that they would present the petition U/s. 13(B) of Hindu Marriage Act on signing of the present deed and they would make themselves present in the court personally alongwith all necessary documents and would make the statement/statements as and when it is required

for dissolution of the marriage. It is also agreed that the terms and conditions of this agreement would be binding upon them and both the parties would take all necessary action/steps to file the second motion petition in accordance with law and they would not withdraw their consent under any circumstances and would compelte the process of dissolution of marriage.

That the first party would not make any claim against the second party in future or the property which would be earned by the second party during his lifetime. The second party or his family members would never make any claim against the first party or her family members and under no circumstances they would file any case against each other.

It is made clear that it is for any reason, the FIR no.271/2015 is not closed by police inspite of the submission of the Deed before police, second party would have right to approach High Court for quashing of FIR, the first party would make the statement after dissolution of the marriage.

That the compromise has been entered into between the parties as per their freewill without any fraud, allurement, coercion and it would be honoured by both the parties and their respective family members throughout. It is hoped that God would be kind enough on both the parties and would help them for resettling their lives.

That by virtue of the present compromise deed, both the parties are withdrawing their allegations and counter allegations made during the course of litigation in the above petitions against each other and family members and now the same would have no meaning and effect.”

4. Pursuant to the aforestated settlement the entire sum of Rs.15 lakh has already been received by the respondent No.2-wife. A decree of divorce by mutual consent has already been passed on 11.03.2016 by the Principal Judge, Family Court (South), Saket, New Delhi.

5. The afore-stated settlement shall apply a quietus to the following cases filed on behalf of the parties before different forums:-

- (i) Petition under Section 12 of the Protection of Women from Domestic Violence Act, 2005 before Family Court, Saket, New Delhi.
- (ii) Petition under Section 125 of the Code before the Family Court, Saket, New Delhi.
- (iii) Complaint before CAW Cell, Nanakpura, Delhi.
- (iv) Transfer Petition being T.P.(C) No.1848/2014 before the Hon'ble Supreme Court
- (v) Divorce petition being Petition No.156/2014 pending before Civil Judge, Senior Division, Ichalkaranji, District: Kolhapur (Maharashtra).
- (vi) Complaint dated 29.04.2015 before the Income Tax Department against the father, his relatives and business associates of the respondent No.2.

6. In view of the foregoing, 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 without any undue influence, pressure or coercion; as the parties have obtained decree of divorce by mutual consent on 11.03.2016; and the settlement between the parties is lawful, no useful purpose will be served by proceeding with the subject FIR.

7. Resultantly, the FIR No.271/2015 under Sections 120B/34/406/498A IPC registered at Police Station- Saket, Delhi, is hereby set aside and quashed qua the petitioners subject to their depositing a sum of Rs.10,000/- 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.

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

SIDDHARTH MRIDUL, J

MARCH 16, 2016
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