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

Date of Decision: 9th March, 2016

+ **W.P.(CRL) 758/2016 and Crl. MA No. 4245/2016**

JITENDRA CHAWLA & ORS.

..... Petitioners

Through

Mr. A.S. Juneja, Advocate along with
petitioners

versus

STATE & ANR

..... Respondents

Through

Mr. Rahul Mehra, Standing Counsel
(Crl.) with Mr. Amrit Singh, Advocate
SI Manish Kumar, PS CAW Cell East,
Patparganj
Mr. S.K. Bhardwaj, Adv. for Respondent
no. 2/Complainant along with Respondent
no. 2/Complainant

CORAM:

HON'BLE MR. JUSTICE SIDDHARTH MRIDUL

SIDDHARTH MRIDUL, J. (ORAL)

CRL.M.A. No. 4245/2016 (Exemption)

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

W.P. (CRL.) 758/2016

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. 188/2014 under Sections 406/498A/34 IPC registered at

Police Station- Frash Bajar, 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 11th February, 2012. A boy child namely Parv was born out of the said wedlock and is presently in the care and custody of respondent no.2/complainant (wife) herein. Owing to temperamental and ideological differences between the parties to the marriage, they started living separately since 29th January, 2013. 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 Delhi High Court Mediation and Conciliation Centre, the outstanding matrimonial dispute between the parties to the union has been settled amicably by way of a Settlement Agreement dated 3rd July, 2014. The salient terms and conditions of settlement as enshrined in the afore-stated Settlement Agreement are as follows:-

“5. The following settlement has been arrived at between the parties hereto:-

a) The first party has agreed to pay a total sum of Rs. 17,50,000/- (Rupees Seventeen Lakhs Fifty Thousand only) to the second party in full and final settlement of all her claims towards stridhan, dowry and personal articles as well as alimony, maintenance (past, present and future). The second party shall further not claim any maintenance past, present and future, or will not claim any right in the

share of properties belonging to first party and ancestral property of the first party for her child namely Parv Bhawna Monga.

- b) It is agreed between the parties that out of the total amount of Rs. 17,50,000/- (Rupees Seventeen Lakhs Fifty Thousand only), Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand only) shall be paid by the first party by way of demand draft to the second party on 15th July, 2014, which is the date fixed for hearing of bail petition in the Hon'ble High Court.
- c) It is agreed between the parties that another installment of Rs. 5,00,000/- (Rupees Five Lakhs only) shall be paid by the first party to the second party by way of demand draft at the time of recording of the first motion statement before the concerned Court. That both the parties shall file the first motion petition on or before 08.08.2014.
- d) It is agreed between the parties that another installment of Rs. 5,00,000/- (Rupees Five Lakhs only) shall be paid by the first party to the second party by way of demand draft. The second motion shall be filed by both the parties within seven days after the expiry of six months period of first motion period and the said amount of Rs. 5,00,000/- (Rupees Five Lakhs only) shall be paid at the time of recording of the second motion statement before the concerned court.
- e) It is agreed between the parties that final payment of Rs. 5,00,000/- (Rupees Five Lakhs only) shall be paid by the first party to the second party by way of demand draft at the time of quashing of the FIR before the Hon'ble High Court of Delhi. The quashing petition shall be filed within 60 days from the date of order of second motion. The second party shall cooperate with the first party in getting the FIR quashed before the Hon'ble High Court of Delhi.
- f) Both the parties agree that the first party shall have no right/claim whatsoever including the visitation rights in respect of the child named Parv Bhawna Monga in future.

The custody of the said minor child shall remain with the second party throughout in future.

- g) That both the parties have agreed that they will withdraw their cases filed against each other as mentioned in clause 1 on the date already fixed before the Hon'ble Court."

4. In a nutshell, it has been agreed by and between the parties to the union that the respondent no. 2 (wife) shall be paid a sum of Rs. 17.5 lakhs towards all her claims *vis. a vis.* permanent alimony, dowry articles, maintenance past, present and future etc. against the petitioners.

5. Counsel for the parties further state that pursuant to the said settlement before the Delhi High Court Mediation and Conciliation Centre, a sum of Rs. 12.5 lakhs has already been received by respondent no.2 (wife). The balance sum of Rs. 5 lakhs has been brought to the Court in the shape of Demand Draft dated 3rd March, 2016 bearing No. 822870 drawn on Kotak Mahindra Bank, Karkardooma, Delhi in favour of respondent no. 2(wife) herein. The latter acknowledges receipt thereof subject to its encashment.

6. In the present case, it is submitted by the learned counsel appearing on behalf of the parties to the union that pursuant to the settlement arrived at between the parties to the union, a decree of divorce by mutual consent dated 9th November, 2015 has already been obtained by the parties from the concerned Family Court, Karkardooma Courts, Delhi.

7. Ms. Bhawna, respondent No.2/complainant (wife), who is present in Court and has been identified by the Investigating Officer i.e. SI Manish Kumar, Police Station- CAW Cell East, Patparganj, 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 before the Delhi High Court Mediation and Conciliation Centre on 3rd July, 2014 without any undue influence, pressure or coercion; as the parties have obtained decree of divorce by mutual consent; and since 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. 188/2014 under Sections 406/498A/34 IPC registered at Police Station- Frash Bajar, Delhi and the proceedings arising therefrom are hereby set aside and quashed qua all the petitioners subject to their depositing a sum of Rs. 20,000/- in aggregate 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.

10. It is also observed that as a consequence of the settlement arrived at by and between the parties to the marriage, the following proceedings between the parties that were pending adjudication, have been withdrawn by the respective parties:-

(i) A divorce petition filed by petitioner no. 1 (husband) against the respondent no. 2 (wife), pending in the Court of Shri Pradeep Chadha, ADJ, Karkardooma Courts, Delhi;

(ii) Petition filed by the respondent no. 2 (wife) against the petitioner no. 1 (husband) and his family members under Section 12 of DV Act, pending in the Court of Ms. Ritu Singh, MM, Mahila Courts, Karkardooma Courts, Delhi; and

(iii) Petition filed by the respondent no. 2 (wife) against the petitioner no. 1 (husband) under Section 125 Cr.P.C. and an execution petition thereof, pending in the Court of Shri Pradeep Chadha, ADJ, Karkardooma Courts, Delhi.

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

SIDDHARTH MRIDUL, J

MARCH 09, 2016

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