

IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 04.04.2016

W.P.(CRL) 1093/2016

LALIT SINGH MANRAL & ORS

..... Petitioners

Through: Mr. B.C. Joshi, Adv.

versus

THE STATE GOVT OF NCT OF DELHI & ANR

..... Respondents

Through: Mr. Ashish Aggarwal, Addl. Standing
Counsel (Crl.) with Mr. Piyush
Singhal, Adv.
SI Sandeep Kumar, PS Ashok Vihar

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.306/2014 under Sections 406/498A/34 IPC registered at Police Station- Ashok Vihar, Delhi and the proceedings arising therefrom.

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 02.05.2013. 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 11.06.2013. 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 Mediation & Conciliation Centre, Family Courts, Faridabad, the outstanding matrimonial dispute between the parties to the union has been settled amicably by way of a Memorandum of Understanding/Settlement agreement dated 13.05.2015. A copy of the said MOU/settlement agreement has been handed over in Court today and is taken on record. The salient terms and conditions of the afore-stated Memorandum of Understanding/Settlement agreement are as follows:-

This settlement Agreement is entered on 13-05-2015 into between Lalit Singh Manral S/o Sh. Har Singh Manral aged about 32 years R/o House No.10, Gali No.1, Lambardar Colony, Main Road, Sehatpur, Tehsil & Distt. Faridabad (Herein called First Party).

AND

Smt. Kanta W/o Sh. Lalit Singh Manral D/o Sh. Puran Singh aged about 30 years R/o House No.98, Police Colony, Block-H, Phase-1, Ashok Vihar, New Delhi (hereinafter called Second Party).

- “1. Dispute and differences has arisen between the parties with regard to petition under section 9 of Hindu Marriage Act.
2. That above said case is pending before the Hon’ble Court of Ms. Ranjana Aggarwal, D.J. Infrastructure Developers (P) Ltd., Family Court, Faridabad and is fixed 31.08.2015 for awaiting mediation report.
3. That matter was referred to medication/conciliation vide an order dated 13.5.2015 passed by the Hon’ble court of Ms. Jasmin Sharma, CJM/Nodal Officer, Medication and Conciliation Center Faridabad.

4. The parties agreed that Ravinder Gupta, advocate would act as their conciliator/mediator in the matter of mediation and conciliation proceedings.
5. During the process of conciliation/mediation dated 13.05.2015, the parties have with the assistance of mediator/conciliator voluntarily arrived at an amicable solution resolving the above mentioned, under mentioned disputes and differences.
6. That the parties here to confirm and declare that they have voluntarily and of their own free will arrived at this settlement agreement in the presence of mediator/conciliator.
7. The following full and final settlement has been arrived at between the parties:-
 - (a) That the settlement between both the parties have been settled for an amount of Rs.4,75,000/- (Rupees Four Lacs Seventy five thousand only).
 - b) That both parties will institute petition under section 13-B of Hindu Marriage Act before the concerned court situated at Delhi.
 - c) That the first party will pay Rs.2,25,000/- (Rupees Two Lacs Twenty Five thousand only) at the time of first motion to the second party under petition of section 13-B of Hindu Marriage Act.
 - d) That remaining amount of Rs.2,50,000/- (Rupees Two Lacs Fifty thousand only) will be paid by first party to the second party at the time of second motion 13-B of Hindu Marriage Act.
 - e) That meanwhile the first party will withdraw its petition under section 9 of HMA which is pending before the Hon'ble Court of Ms. Ranjna Aggarwal,

DJ, Family Court, Faridabad and is fixed for 31.08.2015 for awaiting mediation report and the second party will withdraw its petition under section 125 Cr.P.C. and under section 12 of Hindu Marriage Act which are pending before the Hon'ble Court of Ms. Bimla Kumar, Principal Judge, Family Court, Rohini and are fixed for 08-07-2015.

- f) That both the parties at the time of second motion will handover to each other the certified copy of their withdrawal orders.
- g) That both the parties have amicably settled their all disputes and differences with each other and accordingly the second party will cooperate the first party in quashing the proceedings of an FIR No.306/2014 P.S. Ashok Vihar, Delhi under section 406, 498A IPC and the quashing proceeding would be initiated before the Hon'ble High Court of Delhi within one month from the date of final decree obtained in petition under section 13-B of HMA.
- h) That the second party will not claim in future any expenses/claim/share in the property of first party or his family members and the first party will also not claim any share in the property of the second party.
- i) That both the parties will not file any complaint/litigation before the concerned authority anywhere in India or abroad against each other.
- j) That no issue was born out of the wedlock of both the parties.
- k) That items gifted at the time of marriage to the parties have been exchanged with each other and nothing remains left with any party.

- 1) That the both the parties would bear their litigation expenses themselves.
8. By signing this Agreement the parties hereto state that they have no further claims of demands against each other and all the disputes and differences in this regard stands settled touching the present dispute as per this compromise.
9. That the parties undertake the Hon'ble Court to abide by the temrs and conditions set out into the agreement and not to back out the same hereinafter in future.”

4. Pursuant to the aforesaid memorandum of understanding the petitioner has undertaken to pay a total sum of Rs.4,75,000/- 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.3,50,000/- has already been received by respondent no.2, and the remaining sum of Rs.1,25,000/- is being handed over in Court today vide DD no.183176 dated 25.02.2016 drawn on Sarva Haryana Gramin Bank, Palla, Faridabad branch. Respondent no.2 acknowledges receipt thereof subject to encashment. It is observed that pursuant to the settlement arrived at between the parties to the union, a decree of divorce by mutual consent dated 27.01.2016 has already been obtained by the parties from the concerned Family Court.

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

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 Memorandum of Understanding/Settlement agreement dated 13.05.2015 without any undue influence, pressure or coercion; as the parties have obtained decree of divorce by mutual consent on 27.01.2016; 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. 306/2014 under Sections 406/498A/34 IPC registered at Police Station- Ashok Vihar, Delhi and the proceedings arising therefrom are hereby set aside and quashed qua the petitioners subject to their depositing a sum of Rs.25,000/- 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 IO in the subject FIR.

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

SIDDHARTH MRIDUL, J

APRIL 04, 2016

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