

IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of Decision: 25th April, 2016

W.P.(CRL) 1234/2016 & CRL.M.A. 6474-6476/2016

ASHISH SHARMA		Petitioner
Through		Ms Aditi Sharma, Advocate.
versus		

GOVT. OF N.C.T., DELHI & ANR		Respondents
Through		Ms Sumi Anand, Advocate for Mr Avi Singh, Addl. Standing Counsel (Crl.). SI Jaswant Singh, C(W)C, Nanakpura. Respondent No.2 in person.

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. 22/2014 under Sections 406/498A/34 IPC registered at Police Station- Crime (Women) Cell, Nanak Pura, 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 ceremonies on 08.02.2013. Owing to temperamental and ideological

differences between the parties to the marriage, they started living separately since 28.04.2013. No child has been born out of the said wedlock. On a complaint instituted by respondent no.2 (wife), the subject FIR was registered against the petitioner (husband).

3. Counsel for the parties state that with the aid and assistance of Mediation Centre, CAW Cell Nanakpura, New Delhi, the outstanding matrimonial dispute between the parties to the union has been settled amicably by way of a Memorandum of Understanding 28.01.2015. The salient terms and conditions of the said Memorandum of Understanding dated 28.01.2015 are as follows:-

- “1. That the parties have settled all their disputes with respect to permanent alimony, jewellery, Istridhan etc. outside in the family and the First Party has no claims against the second party in any manner whatsoever.
- 2 That it is agreed between the parties to this agreement that the complainant will file a Mutual Consent Divorce Petition on or before 23rd of Feb. 2015 in the court of Law through her lawyer at Delhi.
3. That the Respondent has agreed to pay total sum of Rs.2,00,000/- (Rupees Two Lakh only) to the Complainant as full and final settlement against all her claims including stridhan, maintenance, permanent alimony (pas, present and future), or any other proprietor rights and claims.
4. That the above amount of Rs.3 Lacs shall be paid I various installments in the following manner:-
 - (a) That the second party shall pay Rs. 75,000/- (Rupees Seventy Five Thousand only) to the complainant by the second party by the way of DD in the name of “Himmi Rawat” at the time of 1st motion of Divorce.
 - (b) That after the expiry of the mandatory period of 6 months the second party will the second motion Divorce petition and the second party shall pay the

amount of Rs. 75,000/- (Seventy Five Thousand only) to the first party by DD in the name of “Himmi Rawat” at the time of recording of 2nd motion Statement before the Court.

(c) That the second party will file the petition of quashing of FIR mentioned above and second party will pay the rest amount of Rs. 50,000/- (Fifty Thousand Only) to the complainant in form of DD in the name of “Himmi Rawat” at the time of quashing of FIR.

5. It is further agreed that the first party shall withdraw all her cases from the respective Courts, forum, Police Station etc. after the first motion. It is agreed that after the quashing of FIR there shall be no claim left between the parties against each other in any manner whatsoever. Both the parties shall not raise any claim or right over the person and properties immovable or movable of each other or their parents and relatives in future. Both the parties shall not file any other criminal or other complaint against each other or their family members within the jurisdiction in India/Abroad.

6. That it is further agreed between both the parties that they would not have any communication or contact with each other, with each other's friends, family members or relatives. They shall not create any situation which may defame or lower the reputation of the parties or their family members in the society. It is further agreed that they shall not enter at each other's working place as well. The relatives of both the parties will not enter in any type of arguments over the present issue.

7. It is agreed that both the parties to the MOU would adhere to the above terms and conditions falling which both the parties shall be liable for legal action.”

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.2 lakh 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 Memorandum of Understanding dated 28.01.2015, a sum of Rs.1,50,000/- has already been received by respondent no.2 (wife). The balance sum of Rs.50,000/- has been brought to the Court in the shape of Demand Draft dated 21.04.2016 bearing No.338132 drawn on Punjab National Bank, Samloti (Kangra) H.P., in favour of 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 23.11.2015 has already been obtained by the parties from the concerned Family Court, Patiala House, New Delhi.

7. Ms. Himmi Rawat, respondent No.2/complainant (wife), who is present in Court and has been duly identified by SI Jaswant Singh, PS- CWC, Nanak Pura, New 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 the petitioner and respondent no. 2 and resulted in the registration of the subject FIR, has been settled amicably before the Mediation

Centre, CAW Cell Nanakpura, New Delhi, 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, FIR No. 22/2014 under Sections 406/498A/34 IPC registered at Police Station- Crime (Women) Cell, Nanak Pura, New Delhi is hereby set aside and quashed qua the petitioner subject to his depositing a sum of Rs. 10,000/- with the Victims' Compensation Fund within a period of two weeks from today. A copy of the receipt thereof be provided to the Investigating Officer in the subject FIR.

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

SIDDHARTH MRIDUL, J

APRIL 25, 2016

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