

IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of Decision: 6th April, 2016

W.P.(CRL) 1120/2016 and CRL. M.A. No.5830/2016

MUKESH & ORS

..... Petitioners

Through: Mr Vaibhav Sinha, Advocate.

versus

STATE (NCT OF DELHI) & ANR

..... Respondents

Through: Mr Sanjay Lao, Addl. Standing Counsel
(Crl.) for State.
Ms Sunita Jain, Advocate for
complainant.
W/ASI Urmila, PS- Chanakya Puri.

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.235/2014 under Sections 406/498A/34 IPC registered at Police Station- Chanakya Puri, Delhi.

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 11.07.2012. A female child, namely, Vandana 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 18.12.2013. 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 the Family Court, Tis Hazari, New Delhi, the outstanding matrimonial dispute between the parties to the union has been settled amicably. The salient terms and conditions of settlement as enshrined in the order dated 14.01.2015 of the Family Court, Tis Hazari, New Delhi, are as follows:-

“Conciliation carried out. During the course of conciliation, matter has been amicably settled between the parties fully and finally subject to payment of Rs.3,00,000/- by the petitioner to the respondent in full and final settlement of all her claims of every nature. Amount of Rs.3,00,000/- shall take care of all claims of the respondent of permanent alimony, maintenance (past, present and future), articles of stridhan, clothes, jewellery, etc. etc. This amount shall also take care of all maintenance claims of baby Vandana of every nature whatsoever. The amount of Rs.3,00,000/- shall be paid as under:-

1) An amount of Rs.1,50,000/- shall be paid by way of cash/demand draft in the name of respondent at the time of recoding of statement U/s 13-B(1) of HMA, which is undertaken to be filed by the petitioner on or before 07.02.2015.

2) An amount of Rs.1,00,000/- shall be paid in the form of

FDR in the name of baby Vandana, at the time of recording of statement U/s 13-B(2) of HMA, which shall also be filed by petitioner.

- 3) Remaining amount of Rs.50,000/- shall be payable at the time of quashing of F.I.R. bearing No. 235/2014 U/s 498A/406/34 IPC, PS Chanakyapuri. Respondent has undertaken to cooperate in the quashing of F.I.R.

It is agreed by and between the parties that care and custody baby Vandana shall remain with the respondent and petitioner shall have no right of any nature whatsoever including visitation rights. It is agreed by and between the parties that parties shall not interfere in personal life of each other in any manner whatsoever. It is also agreed by and between the parties that they will bring an expeditious end to all the litigations and no party shall cause any delay in the same.”

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.3 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 settlement dated 14.01.2015, a sum of Rs.2.5 lakh has already been received by respondent no.2 (wife). The balance sum of Rs.50,000/- in cash has been handed over to the respondent no. 2(wife) in court today. The respondent no.2 acknowledges receipt thereof.

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 09.10.2015 has already been obtained by the parties from the concerned Family Court, Tis Hazari, New Delhi.

7. The respondent No.2/complainant, who is present in Court and has been identified by the IO in the subject FIR, namely, W/ASI Urmila, PS- Chanakya Puri, Delhi, as well as by her counsel Ms Sunita Jain, 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 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.235/2014 under Sections 406/498A/34 IPC registered at Police Station- Chanakya Puri, Delhi, is hereby set aside and quashed qua the petitioners subject to their paying a sum of Rs.15,000/- by way of demand draft in favour of Vandana, the minor daughter of the petitioner no.1 and respondent no.2, within a period of four weeks from today. A copy of the receipt thereof shall be provided to the Investigating Officer in the subject FIR.

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

APRIL06, 2016
mk

SIDDHARTH MRIDUL, J