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IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 09.05.2016

W.P.(CRL) 1454/2016

SUSHEELA ARORA & ANR

..... Petitioners

Through: Mr. V.K. Ohri, Advocate

versus

STATE (NCT OF DELHI) & ANR

..... Respondents

Through: Mr. Avi Singh, ASC (Criminal) with
Mr. Ananya Mohan, Advocate and SI
Rajiv Singh, PS- Mehrauli for R-1
Respondent No.2 in person

CORAM:

HON'BLE MR JUSTICE SIDDHARTH MRIDUL

SIDDHARTH MRIDUL, J (ORAL)

CRL.M.A.7587/2016 (Exemption)

Exemption granted subject to all just exceptions.

The application is disposed of accordingly.

W.P.(CRL) 1454/2016

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 (Cr.P.C.) seeking quashing of FIR No.671/2013, under Section 498-A/406/34 IPC, registered at Police Station- Mehrauli, Delhi and the proceedings arising therefrom.

2. The facts in brief are that on 03.02.2005 Simmi Arora complainant/respondent No.2 married to Vikas Arora, son of petitioner Nos.1 and 2 according to Hindu customs, rites and ceremonies in Delhi. A girl child, namely Bhavya was born out of the said wedlock on 06.07.2009. The husband of the complainant/respondent No.2 expired on 07.11.2009. The subject FIR came to be registered on a complaint instituted by Simmi Arora, respondent No.2 in the present petition, against her mother-in-law and father-in-law, arrayed as petitioner Nos.1 and 2 in the present petition

3. Eventually, better sense prevailed and the parties have decided to settle all their matrimonial disputes with the assistance of Mediation Centre, Saket Courts, Delhi. The settlement agreement dated 01.02.2016 is annexed to this petition as Annexure P-2. The salient terms and conditions of the said settlement agreement dated 01.02.2016 are as follows:-

- “1. It is agreed between the parties that they have amicably settled the present suit.
2. It is agreed that Sh. Vikas Arora H/o plaintiff and son of defendant No.1 (now deceased) was the owner of the said flat and the second party Sh. Harsh Kumar Arora and his wife has agreed to execute the relinquishment deed in favour of the plaintiff/first party Ms. Simmi Arora within three weeks from today before concerned Sub-Registrar.
3. The plaintiff/first party will supply the necessary documents i.e. ration card, election I Card, Voter I Card, passport size photographs to the second party Sh. Harsh Kumar Arora for execution of the above-

mentioned relinquishment deed within three weeks from today.

4. It is agreed that after execution of the said relinquishment deed, the second party the first party will file the petition for quashing of the FIR bearing No.671/13, U/s498-A/34 IPC dated 24.09.2013, PS- Mehrauli, New Delhi. The quashing petition shall be filed by the Second Party within two weeks after execution of the relinquishment deed.
5. It is further agreed between the parties that the plaintiff/first party shall cooperate in signing the documents/affidavits for quashing of said FIR and will appear before the Hon'ble High Court as and when summoned/required in the Hon'ble High Court.
6. It is agreed that the second party shall hand over the original papers of relinquishment deed to the plaintiff before the Hon'ble High Court at the time of quashing of the above-mentioned FIR.
7. The second party Sh. Harsh Kumar Arora has also agreed to hand over the FD of Rs.1,25,000/- (Rupees One Lakh Twenty Five Thousand only) in the name of Baby Bhavi till the age of 18 years, to the plaintiff/first party while quashing the above-mentioned FIR.
8. It is agreed that after quashing the said FIR, the first party can take the possession of the aforementioned flat.
9. It is agreed that there is a rent agreement of the above-mentioned flat executed by Smt. Susheela Arora (Wife of Sh. Harsh Kumar)

with the tenant Sh. Rajiv Chonkker, the same shall be executed in the name of plaintiff/first party after quashing of the said FIR and the second party Sh. Harsh Kumar Arora has also agreed to pay the rent of the above-mentioned Flat of Rs.7150 to the plaintiff/first party from today.

10. This settlement is full and final settlement between both the parties. Petitioner and her daughter have no claim left in the property of her in-laws in any manner.
11. It is also agreed by the parties that pursuant to the present settlement, they will not file any civil/criminal case pertaining to their marriage and/or with regard to the movable or immovable property/properties.
12. The parties will remain bound with the present terms and conditions.
13. The parties shall make submissions to the court to prepare the decree in terms of the aforementioned settlement.”

4. In a nutshell it has been agreed by and between the parties that the petitioners shall hand over the relinquishment deed in respect of Flat No.6, Upper Ground Floor, Swastik Apartment, Built in Khasra No.316, Neb Sarai, New Delhi as well as the FDR of Rs.1,25,000/- in the name of Baby Bhavya to the complainant/respondent No.2. It has further been agreed between the parties that the rent agreement of the afore-stated flat executed by the petitioner No.1 with the tenant shall be executed in the name of the complainant/respondent No.2 after quashing of the subject FIR and the petitioner No.2 has also agreed to pay the rent of the above-mentioned Flat

of Rs.7150 to the complainant/respondent No.2 w.e.f. 01.02.2016. In pursuance to the aforesaid settlement, the relinquishment deed in respect of the afore-stated flat and the FDR of Rs.1,25,000/- in the name of Baby Bhavya have been handed over to the complainant/respondent No.2 who acknowledges receipt thereof. The petitioners undertake to inform the tenant in the subject property that the same has been attorned to the complainant and that the constructive possession of the same has been handed over to the complainant/respondent No.2.

5. Simmi Arora, respondent No.2/complainant, who is present in Court and has been duly identified by IO SI Rajiv Singh, Police Station- Mehrauli, Delhi states that in view of the settlement arrived at between the parties, she is no longer keen to proceed with the subject FIR and the proceedings arising therefrom. The settlement arrived at between the parties is lawful and is hereby accepted while directing the parties thereof to comply with the terms and conditions thereof without demur.

6. In the present case, it is observed that the offences in the subject FIR do not fall within the exempted categories of serious/heinous offences which ought not to be quashed on the ground of an amicable resolution of the disputes. [Ref. *Gian Singh vs. State of Punjab and Anr.* reported as (2012) 10 SCC 303]. The offences alleged to have been committed in the subject FIR are private in nature and do not have a serious impact on society.

7. In view of the foregoing, since the dispute which resulted in the registration of the subject FIR has already been resolved amicably by the parties without any undue influence, pressure or coercion, no useful purpose will be served by proceeding with the subject FIR and the proceedings arising therefrom.

8. Resultantly, the FIR No.671/2013, under Section 498-A/406/34 IPC, registered at Police Station- Mehrauli, Delhi and the proceedings arising therefrom are hereby set aside and quashed *qua* both the petitioners.

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

SIDDHARTH MRIDUL, J

MAY 09, 2016
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