

#56

IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 22.04.2016

W.P.(CRL) 1226/2016

G. NEELAKANDAN & ORS

..... Petitioners

Through: Mr. Qamar Ali and Mr. Arjun
Gadhoke, Advocates

versus

THE STATE OF NCT OF DELHI & ANR

..... Respondents

Through: Mr. R.S. Kundu, ASC (Criminal) with
Mr. Vishesh Wadhwa, Advocate and
SI Nitu Kumar, PS- Mayur Vihar
Respondent No.2 in person

CORAM:

HON'BLE MR JUSTICE SIDDHARTH MRIDUL

SIDDHARTH MRIDUL, J (ORAL)

CRL.M.A.6399/2016 (Exemption)

Exemption granted subject to all just exceptions.

The application is disposed of accordingly.

W.P.(CRL) 1226/2016

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.32/2015, under Sections 498A/406/34 IPC, registered at Police Station- Mayur Vihar Phase-1, 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 ceremonies on 06.02.2009. 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 08.12.2013. On a complaint instituted by respondent no.1 (wife), the subject FIR was registered against the petitioner No.1 and his family members.

3. Counsel for the parties state that the outstanding matrimonial dispute between the parties to the union has been settled amicably with the assistance of Delhi Mediation Centre, Karkardooma Courts, Delhi. The salient terms of the amicable settlement as enshrined in order dated 07.08.2015 of the Delhi Mediation Centre, Karkardooma Courts, Delhi are as follows:-

“It is stated by the parties that apart from the present case, following cases are pending between the parties:-

1. Complainant has filed a petition u/s 125 Cr.P.C. which is pending in the court of Ld. Principal Judge, Family Courts, East District, KKD Courts, Delhi and the same is fixed for 25.08.2015.
2. Complainant has also filed a complaint which culminated into an FIR bearing No.32/15 U/s 498A/406/34 IPC PS Mayur Vihar Phase-I, Delhi.

Process of mediation has been explained to both the parties. Joint and separate sessions held with the parties. Both the parties have mutually agreed

to settle all their disputes on the following terms and conditions:-

1. It has been agreed between the parties that the respondent/husband shall pay Rs.11,75,000/- (Rs. Eleven Lacs Seventy Five Thousand only) to the complainant/wife as full and final settlement of all the claims of the complainant arising out of the present marriage such as maintenance (past, present & future), permanent alimony, istridhan, dowry articles, jewellery etc.
2. It has been further agreed between the parties that the abovesaid payment shall be made by the respondent/husband to the complainant by way of demand draft in the court concerned as per the following manner:
 - i) Rs.2,00,000/- (Rs. Two Lacs only) shall be payable at the time of withdrawal of the case U/s 125 Cr.P.C. by the complainant on 25.08.2015 and on the same day, both the parties shall sign the first motion petition.
 - ii) Rs.3,00,000/- (Rs. Three Lacs only) shall be payable at the time of recording statement of the parties in the first motion petition. In this regard, it is agreed between the parties that the first motion petition shall be filed and got listed on or before 10.09.2015.
 - iii) Rs.2,00,000/- (Rs. Two Lacs only) shall be payable at the time of withdrawal of the case U/s 12 DV Act

by the complainant on the date fixed i.e. 9.10.2015.

- iv) Rs.3,00,000/- (Rs. Three Lacs only) shall be payable at the time of recording statement of the parties in the second motion petition, which shall be filed within 15 days after the expiry of stipulated period of six months as per law.
- v) Rs.1,75,000/- (Rs. One Lac Seventy Five Thousand only) shall be paid at the time of quashing of FIR No.32/15 U/s 498A/406/34 IPC PS Mayur Vihar Phase-I, Delhi, before the Hon'ble High Court of Delhi and the said petition shall be filed by the respondent/husband within one month after getting the decree of divorce. It is further agreed between the parties that the complainant shall co-operate with the respondents in Hon'ble High Court for getting the abovesaid FIR quashed.

3. It is further stated by the parties that the Flat bearing No.49C, Ist Floor, Pocket A1, Mayur Vihar, Phase-III, Delhi-110096 is in the joint name of complainant and respondent no.1. It is stated by the parties that the same is registered before Sub Registrar, VIII, Shashtri Nagar, Delhi, Vide Registration NO.6828 in addition Book No.1 Volume NO.4576 on pages 70 to 74 on 23.04.2010. It is further agreed between the parties that after receiving the entire settled amount, the complainant Ms. N. Geeta shall have no right, title and interest in the above said flat in future and she shall give 'No Objection' in favour of respondent no.1 Sh. G.

Neelakandan. It is further agreed that after making the entire settled amount, the respondent no.1 Sh. G. Neelkandan shall become the absolute owner of the above said flat.

4. It is further agreed that after this settlement, both the parties shall be left with no claims against each other of any nature whatsoever and shall be free to live their lives independently without interference of each other and shall not claim any rights in any movable or immovable properties of the respondent/husband and vice-versa and his family members and also both the parties and their relatives shall not file any case/litigation against each other in future pertaining to this marriage.
5. It is agreed that both the parties undertake to remain bound by the terms of settlement.”

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.11,75,000/- towards all her claims qua permanent alimony, stridhan, dowry articles, jewellery, maintenance past, present and future etc. against the petitioners.

5. Counsel for the parties further state that pursuant to the said settlement between the parties to the union, a sum of Rs.10 lakh has already been received by respondent no.2 (wife). The balance sum of Rs.1,75,000/- has been brought to the Court in the shape of a Demand Draft dated 16.04.2016 bearing No.162350 drawn on Axis Bank, Noida, Uttar Pradesh, in favour of respondent no. 2(wife) herein. The latter acknowledges receipt thereof subject to its encashment.

6. Respondent No.2/complainant (wife), who is present in Court and has been identified by the IO in the subject FIR, namely, SI Nitu Kumar, Police Station- Mayur Vihar, 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.

7. 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 a Settlement/Agreement dated 07.08.2015 without any undue influence, pressure or coercion; the settlement between the parties is lawful, no useful purpose will be served by proceeding with the subject FIR.

8. Resultantly, the FIR No.32/2015, under Sections 498A/406/34 IPC, registered at Police Station- Mayur Vihar Phase-1, Delhi and the proceedings arising therefrom are hereby set aside and quashed qua the petitioners subject to their depositing a sum of Rs.5,000/- each 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.

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

SIDDHARTH MRIDUL, J

APRIL 22, 2016

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