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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

*Date of Decision: 9<sup>th</sup> May, 2016*

+ **W.P.(CRL) 1296/2016 and Crl. MA No. 6776/2016**

SAJIN SURENDRAN & ORS

..... Petitioners

Through

Mr. Mahesh Tiwari and Mr. B. Tiwari,  
Advocates along with petitioner nos. 2-4

versus

THE STATE (NCT OF DELHI) & ANR

..... Respondents

Through

Mr. Sanjay Lao, ASC (Crl.) with  
Mr. Siddharth Sandhu, Advocate  
SI Mausam Ghani, PS Mayur Vihar  
Ms. Sudershani Ray, Adv. for R-2 along  
with respondent no. 2

**CORAM:**

**HON'BLE MR. JUSTICE SIDDHARTH MRIDUL**

**SIDDHARTH MRIDUL, J. (ORAL)**

**CRL.M.A. No. 6776/2016 (Exemption)**

1. Exemptions allowed subject to all just exceptions.
2. The application is disposed of accordingly.

**W.P.(CRL) 1296/2016**

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 seeking quashing of FIR No. 200/2015 under Sections 406/498A/34 IPC registered at Police Station- Mayur Vihar Phase-I, 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 12<sup>th</sup> January, 2011. No child has been born out of the said wedlock. Owing to temperamental and ideological differences between the parties to the marriage, they started living separately since March, 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 intervention of family members and relatives of the parties, the outstanding matrimonial dispute between the parties to the union has been settled amicably by way of a Memorandum of Understanding (MOU) dated 31<sup>st</sup> July, 2015. The salient terms and conditions of the settlement as contained in the said MOU are encapsulated as follows:-

“7A. That it has been settled between the parties that the first party shall pay a sum of Rs. 20,00,000/- (Rupees Twenty Lakhs only) to the second party as full and final settlement towards all her claims i.e. alimony, stridhan, maintenance (past, present and future) jewellery, articles etc. Out of the total amount i.e. Rs. 20,00,000/- (Rupees Twenty Lakhs only), the first installment of Rs. 6,00,000/- shall be paid to the second party by way of demand draft/pay order at the time of recording the statement on first motion petition under Hindu Marriage Act before the concerned Family Court, Karkardooma Courts, Delhi. The second installment of Rs. 6,00,000/- shall be paid to the second party by way of demand draft/pay order at the time of recording the statement on second motion petition under Hindu Marriage Act before the concerned Family Court, Karkardooma Courts, Delhi. Remaining an amount of Rs. 8,00,000/- shall be paid to the

second party at the time of quashing of above mentioned FIR before the Hon'ble High Court of Delhi at New Delhi. After paying the above mentioned full and final amount of Rs. 20,00,000/- to the second party, the second party shall have no claim of any kind whatsoever against the first party qua this marriage as all the claims of the second party have been settled and other party or their relatives shall have no claim left against each other. It is clarified that either party shall have no claim on their respective properties.

B. That Sajin Surendran and Ms.T.M. Ajitha shall dissolve their marriage by filing a petition u/s 13(B)(1) and (2) of HMA, 1955 on the ground of mutual consent before the Family Court at Karkardooma Courts, Delhi. It is agreed between them that first motion petition shall be filed preferably within a period of one week from signing of this MOU. It is further agreed that after expiry of mandatory period of six months they will file second motion petition without any delay preferably within 15 days after expiry of six months as contemplated under the law. It is agreed between the parties that quashing petition along with affidavits shall be signed by both the parties at the time of recording the statement on second motion petition.

C. That it has settled between the parties that after grant of decree of divorce, the first party shall file a quashing petition before the Hon'ble High Court of Delhi at New Delhi to quash the FIR No. 200/2015 u/s 498A/406/34 IPC registered at PS Mayur Vihar, Delhi. The second party shall cooperate for quashing of the above mentioned FIR before the Hon'ble High Court, further she will personally appear before the Hon'ble High Court for making the necessary statement at the time of hearing of the petition.

D. That it has been settled between the parties that the second party shall withdraw all the cases/complaints which she has filed against the first party after grant of divorce by way of mutual consent. However, it is clarified here that second party shall withdraw her divorce petition filed u/s 13(1)(ia) of HMA at the time of recording the statement on first motion which is required as per law. After quashing of the above mentioned

FIR and grant of divorce on mutual consent all the cases/complaints shall be treated as null and void/withdrawn in view of the present settlement and the second party shall withdraw the complaint u/s 200 Cr.P.C. filed against the first party.”

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. 20 lakhs 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, a sum of Rs. 12 lakhs has already been received by respondent no.2 (wife). The balance sum of Rs. 8 lakhs has been brought to the Court in the shape of Demand Draft dated 7<sup>th</sup> April, 2016 bearing No. 558246 drawn on The South Indian Bank Ltd., Faridabad Branch 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 29<sup>th</sup> March, 2016 has already been obtained by the parties from the concerned Family Court, Karkardooma Courts, Delhi.

7. Ms. T.M. Ajitha, respondent No.2/complainant (wife), who is present in Court and has been duly identified by the Investigating Officer in the subject FIR namely SI Mausam Ghani, Police Station- Mayur Vihar Phase-I, 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 petitioner no. 1 and respondent no. 2 and resulted in the registration of the subject FIR, has been settled amicably between the parties 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. 200/2015 under Sections 406/498A/34 IPC registered at Police Station- Mayur Vihar Phase-I, Delhi and the proceedings arising therefrom are hereby set aside and quashed qua all the petitioners subject to their depositing a sum of Rs. 20,000/- (in aggregate) 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**

**MAY 09, 2016**  
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