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IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 18.05.2016

W.P.(CRL) 1356/2016

BHOLA NATH & ORS.

..... Petitioners

Through: Ms. Suman Chauhan, Advocate

Versus

STATE & ANR

..... Respondents

Through: Mr. Sanjay Lao, Addl. Standing
Counsel (Crl.), for the State

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 (Cr.P.C.) seeking quashing of FIR No.714/2014, under Sections 498-A/406/34 IPC, registered at Police Station- Paschim Vihar, New Delhi and the proceedings arising therefrom.

2. The facts in brief are that the petitioner No.1 and respondent No.2/complainant (wife) were married to each other according to Hindu rites and customs on 05.01.2005. One male child, namely, Master Vishnu Pawar was born out of the said wedlock on 07.02.2006, who is in the care and custody of the respondent No. 2. Owing to temperamental and ideological differences between the parties to the marriage, they started living separately since 13.06.2010. On a complaint instituted by respondent no.2 (wife), the subject FIR was registered against the petitioner No.1 and his family members.

3. Subsequent to the registration of the subject FIR, the parties have entered into an amicable resolution with the aid and assistance of the Mediation Centre at Tis Hazari District Court, New Delhi, as expressed in the proceeding-sheet dated 25.11.2014, before the said Mediation Centre. The salient terms and conditions of the Settlement Agreement dated 25.11.2014 are as follows :-

- “1) The parties have agreed to dissolve their marriage to seeking decree of divorce by mutual consent in accordance with law. The respondent husband has agreed to pay a sum of Rs. 4 lacs along with list of articles annexed as Annexure A in full and final settlement of all the claims of complainant wife by way of demand draft/pay order which shall include at her claims, past, present and future, permanent alimony, maintenance for herself as well as maintenance to minor child Vishnu Pawar, Istridhan and all other miscellaneous expresses. The payment schedule is as under :

- a) The parties shall jointly move the competent court for filing First Motion petition on or before 9.12.2014. the parties hereto agree that at the time of recording of statement, husband Bhola Nath shall be paying a sum of Rs. 1,25,000/- (Rs. One Lac Twenty Five Thousand Only) to the complainant Kiran by way of demand draft/p[ay order. On the day of recording of statement, the husband Sh. Bhola Nath shall also return the articles as per Annexure A to the complainant wife, Kiran.
- b) It is agreed that both the parties shall jointly move the competent court for filing the second motion petition for dissolution of that marriage of the competent court within 15 days of the expiry of statutory period of 3 months. The parties hereto agree that at the time of recording of statement in second motion petition, husband Bhola Nath shall be paying a sum of Rs. 1,25,000/- (Rs. One Lac Twenty Five Thousand Only) to the complainant Kiran by way of demand draft/pay order.
- c) It is agreed that son of the parties i.e. Vishnu Pawar shall remain in the care and custody of complainant mother and respondent has no right to visit or meet the child in future.
- d) It is further agreed between the parties that the respondent husband shall move for quashing of the present FIR bearing No. 714/2014 u/s. 498A/406/34 IPC before the

Hon'ble High Court within 15 days from the date of dissolution of their marriage. The complainant wife agree to extend full cooperation to the respondent in getting the said FIR quashed by executing all the requisite documents and casting personal appearance before the Hon'ble Court whenever required. The complainant wife Kiran shall be paid remaining Rs. 1.5 lacs (Rs. One Lac fifty thousand Only) by the respondent-husband Bhola Nath at the time of recording statement in the quashing of FIR.

- 2) It is settled that after compliance of the terms of the present settlement, no case/dispute shall remain between the parties and that none of the parties shall file any civil or criminal proceedings against each other in future and that if any other case/petition/complainant etc. between the parties is pending in any Court or Authority, the same shall be withdrawn/get disposed of by the respective party. It is also agreed that complainant Kiran shall not oppose the bail application of respondent husband Bhola Nath and his family members, if any.”

4. In a nutshell, it has been agreed by and between the parties that the respondent/wife shall be paid a sum of Rs.4,00,000/- (Rupees Four Lacs only) along with articles of '*Istridhan*' in full and final settlement of all her claims.

5. On a specific query from this Court, Mr. Rajinder Singh Pawar, the father of respondent No.2/wife states that the maintenance of the minor child will be their responsibility and that they do not want or ask for any resources in this behalf from petitioner No.1 or his family.

6. Pursuant to the afore-stated settlement, a sum of Rs.2,50,000/- (Rupees Two Lacs Fifty Thousand only) has already been received by the respondent No.2/wife. The balance sum of Rs.1,50,000/- (Rupees One Lac Fifty Thousand only) has been handed over to respondent No.2/wife in court today, in the shape of a demand draft bearing No.688358, dated 24.02.2016, drawn on Dena Bank, Karol Bagh, New Delhi. The respondent No.2 acknowledges receipt thereof, subject to encashment.

7. In the present case, it is further observed that the parties have already obtained a decree of divorce by mutual consent from the concerned Family Court (West) Tis Hazari Courts, Delhi on 09.09.2015.

8. The respondent No.2/wife, who is present in person and has been identified by the IO in the subject FIR, namely, SI Nirmala, PS- Paschim Vihar, New Delhi, states that in view of the foregoing she is no longer keen to prosecute the subject FIR.

9. Since the matrimonial discord that led to the registration of the subject FIR has been settled amicably by and between the parties, without any undue influence, pressure or coercion, no useful purpose shall be served by proceeding with the subject FIR.

10. Resultantly, the subject FIR No.714/2014, under Sections 498-A/406/34 IPC, registered at Police Station- Paschim Vihar, New Delhi and the

proceedings arising therefrom are hereby set aside and quashed qua all the petitioners, subject to their paying a sum of Rs.25,000/- in aggregate to Master Vishnu Pawar in the form of an FDR of a nationalized Bank within a period of four weeks from today. A copy of the receipt be provided to the IO in the subject FIR.

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

MAY 18, 2016
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SIDDHARTH MRIDUL, J

