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

Date of Decision: 6th May, 2016

+ **W.P.(CRL) 1430/2016 and Crl. MA No. 7387/2016**

KETAN AGGARWAL & ORS

..... Petitioners

Through

Mr. Mukesh Sharma and Mr. Sahil
Munjal, Advs. along with petitioners

versus

STATE OF NCT OF DELHI & ANR

..... Respondents

Through

Mr. Sanjay Lao, ASC (Crl.) with
Mr. Siddharth Sandhu, Advocate
SI Raman Pratap, PS CAW Cell,
Nanakpura
Mr. Shubham Asri, Adv. for R-2 along
with respondent no. 2/complainant

CORAM:

HON'BLE MR. JUSTICE SIDDHARTH MRIDUL

SIDDHARTH MRIDUL, J. (ORAL)

Crl. MA No. 7387/2016 (Exemption)

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

W.P.(CRL) 1430/2016

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. 53/2015 under Sections 406/498A/34 IPC registered at Police Station- CAW Cell, Nanakpura, 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 24.02.2011. A male child, namely, Vihaan was born out of the said wedlock and is in the care and custody of petitioner no. 1 (husband). Owing to temperamental and ideological differences between the parties to the marriage, they started living separately since 31st May, 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 elders in the family, the outstanding matrimonial dispute between the parties to the union has been settled amicably by way of a Compromise Deed dated 24th September, 2015. The salient terms and conditions of the settlement as enshrined in the said compromise deed are as follows:-

“4. That the first party shall pay a sum of Rs. 50,00,000/- (Rs. Fifty Lakhs only) to the second party for her remaining claims of stridhan, personal belongings and present, past, future maintenance and permanent alimony and marriage expenses of second party as full and final settlement. It is further agreed between the parties that the first party shall prepare a demand draft of Rs. 16 lakhs, bearing no. 740133 drawn on State Bank of Patiala, New Delhi in the name of second party, which shall be deposited to the Mediators, who will release it to the second party at the time of recording of the statements of the parties in first motion u/s 13(B)(1) of HMA in Family Court, Delhi. It is further agreed between the parties that the first party shall prepare a FDR bearing no. 0942539 of Rs. 17 lakhs, in the name of second party which shall be deposited to

the mediators, who will release it to the second party at the time of recording of the statements of the party(s) in second motion u/s 13(B)(2) of HMA in Family Court, Delhi. It is further agreed between the parties that the first party shall prepare another FDR bearing no. 0942540 of Rs. 17 lakhs in the name of second party which shall be deposited to the mediators, who will release it to the second party after recording of the statements of the party(s) before Hon'ble High Court of Delhi at the time of quashing of FIR. For this purpose, persons namely Sh. Gyan Chand Gupta, S/o Sondhi Ram, R/o 213, Sharda Niketan, Pitampura, Delhi-34 and Sh. Rajinder Gupta, S/o Ujagar Mal Garg, R/o Sector 15, Part-1, 540, Gurgaon, Haryana will be the Mediators. The said FDRs and Demand Draft will neither be cancelled nor withdrawn by the first party.

5. That both the parties agreed that the second party shall hand over the permanent custody and guardianship right of the minor child 'Vasu' to the first party at the time of recording of statement in first motion. That as per the settlement the second party shall hand over the permanent custody of the child to the first party at the time of recording of statement u/S 13(B)(1) of HMA. It is also settled between the parties that after handing over the custody of the child to the first party, the second party shall not have any custody and visitation right of the minor child and shall not file any case for custody visitation right in any court of law. That the first party shall not hand over the custody of the child to third person without prior consent of the second 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. 50 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 Compromise

Deed dated 24th September, 2015 entered into by and between the parties to the union, the entire sum of Rs. 50 lakhs has been received by respondent no.2 (wife). The latter acknowledges receipt thereof.

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 4th April, 2016 has already been obtained by the parties from the concerned Family Court, Rohini (North), Delhi; the copy of the same has been annexed as Annexure 'P-3' to the present writ petition.

7. Ms. Ekta, 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 Raman Pratap, Police Station- CAW Cell, Nanakpura, 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. 53/2015 under Sections 406/498A/34 IPC registered at Police Station- CAW Cell, Nanakpura, 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) 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 06, 2016
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