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* IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 18.05.2016

+ **W.P.(CRL) 1575/2016 and Crl. MA No. 8173/2016**

ANSHUL YADAV & ANR Petitioners
Through Mr. Prag Chawla, Advocate

versus

THE STATE (THROUGH GOVT OF NCT
OF DELHI) & ANR Respondents
Through Mr. Avi Singh, ASC (Crl.) with
Mr. Ananya Mohan, Advocate
SI Sachin Mann, PS Samaipur Badli
Ms. Ruchi Kapur, Adv. for R-2

CORAM:
HON'BLE MR JUSTICE SIDDHARTH MRIDUL

SIDDHARTH MRIDUL, J (ORAL)

Crl. MA No. 8173/2016 (Exemption)

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

W.P.(CRL) 1575/2016

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. 1460/2014, under Sections 498A/406/34 IPC registered

at Police Station- Samaipur Badli, 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 17th February, 2014. 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 29th August, 2014. On a complaint instituted by respondent no.2/complainant (wife), the subject FIR was registered against the petitioner no. 1 (husband) and petitioner no. 2 (her mother-in-law).

3. Counsel for the parties state that with the intervention of friends, elders and well wishers 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 17th July, 2015. The factum of settlement has been duly recorded in the order dated 23rd April, 2016 passed by the learned Judge, Family Court, Rohini, Delhi. The salient terms and conditions of the settlement as contained in the said MOU are as follows:-

“1. That the second party has agreed to pay a sum of Rs. 1,50,000/- (Rupees one lac fifty thousand only) to the first party in full and final settlement towards all her past, future and present claims of maintenance and permanent alimony, stridhan etc.

2. That the aforesaid amount of Rs. 1,50,000/- shall be paid in three equal installments i.e. Rs. 50,000/- (Rupees fifty thousand only) as mentioned herein below.

3. That it has been mutually agreed between the parties herein that the first party shall forthwith after signing of the present memorandum of understanding, firstly shall withdraw the complaint filed under section 498A/406 IPC and also the petition filed under section 12 of the Domestic Violence Act, 2005 against the second party pending before the court of Shilpi Jain, Mahila Court, Rohini. The second party agreed to pay the first installment of Rs. 50,000/- to the first party on the withdrawal of both the complaints by the first party.

4. That it is further agreed between all the parties concerned that after the signing of the present memorandum of understanding, if any FIR is lodged by the State against the second and third party, in pursuance of the complaint filed by the first party under Section 498A/406 IPC, in that eventuality, the first party undertake to cooperate with the second and third party in getting the said FIR quashed by filing the appropriate petition before the Hon'ble High Court of Delhi at New Delhi.

5. That after the withdrawal of cases by the first party as mentioned in para 3, the second party agreed to withdraw the criminal complaint filed under section 200 of the Code of Criminal Procedure against the first party and her father

and further agreed to get an FIR No. 424/2014 compounded filed under section 379 IPC, police station-CR Park, against the first party and her father, Satish Yadav.

6. That the third party also agrees to cooperate with the first party to get the FIR No. 939 of 2014 quashed by filing appropriate petition before the Hon'ble High Court of Delhi at New Delhi. The said quashing of the said FIR shall be filed only after the marriage of the first party and second party is dissolved by the mutual consent.

7. That it is further agreed between the parties herein to the present agreement that immediately after the signing of the present memorandum of understanding, the first and the second party shall file a petition seeking divorce by mutual consent, before the appropriate Court. It is further agreed that the second installment of Rs. 50,000/- shall be paid by the second party to the first party at the time of the recording of the statement on first motion, before the concerned court.

8. That after the expiry of the mandatory period of six months, the first and the second party have further agreed to file the second motion seeking divorce by mutual consent and the second party shall pay the balance and final amount of Rs.50,000/- to the first party at the time of recording of the statement on the second motion before the concerned court.

9. That all the parties agreed to return all the jewellery articles given and/or received by the respective parties, on any of the functions/occasions, if any.”

4. In a nutshell, it is agreed by and between the parties to the union that respondent no. 2/complainant (wife) shall be paid a total sum of Rs. 1,50,000/- towards all her claims against the petitioners.

5. Counsel for the parties further state that pursuant to the said settlement, the entire sum of Rs. 1.5 lakh has been received by respondent no.2/complainant (wife). The said position is not refuted by the latter.

6. Mr. Prag Chawla, learned counsel appearing on behalf of the petitioners, on instructions from both the petitioners, who are present in Court today, states that in addition to the amount of Rs. 1,50,000/- as settled by the parties to the union and duly received by the respondent no.2/complainant (wife), the petitioners herein are ready to pay a further sum of Rs. 20,000/- (in aggregate) to the latter as costs towards litigation.

7. 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 23rd April, 2016 has been obtained by the parties from the concerned Family Court, District North, Rohini, Delhi.

8. Ms. Nidhi Yadav, 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 Sachin Mann, Police Station- Samaipur Badli, 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.

9. 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.

10. In view of the foregoing, subject to the petitioners paying a sum of Rs.20,000/- (in aggregate) to the respondent no.2/complainant (wife) as costs, the FIR No. 1460/2014, under Sections 498A/406/34 IPC registered at Police Station- Samaipur Badli, Delhi and the proceedings arising therefrom are hereby set aside and quashed against both the petitioners. Proof of deposit of costs to the respondent no.2/complainant (wife) shall be furnished to the IO in the subject FIR.

11. It is also observed that as a consequence of the settlement arrived at between the parties to the marriage, a quietus will be applied to the following cases filed by the parties *inter se* against each other, in addition to the disposal of the present writ petition:-

(i) A petition filed by respondent no.2/complainant (wife) under Section 12 of the DV Act, 2005 against the petitioner no. 1(husband), pending before the Court of learned MM, Mahila Court, Rohini.

(ii) A complaint under Section 200 Cr.P.C. filed by petitioner no.1 (husband) against the respondent no. 2/complainant (wife), pending in the Court of learned MM, Saket Courts, Delhi.

(iii) An FIR No. 424/2014 instituted by petitioner no. 1 (husband) under Section 379 IPC, registered at Police Station- CR Park against the respondent no.2/complainant (wife) and her father, Shri Satish Yadav.

(iv) An FIR No. 939/2014 instituted by petitioner no. 2 (mother-in-law) under Sections 323/427/506/160/354B IPC, registered at Police Station- Rohini against the respondent no.2/complainant (wife) and her family members.

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

SIDDHARTH MRIDUL, J

MAY 18, 2016/sd