

IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 27.05.2016

W.P.(CRL) 1712/2016 & CRL.M.A. 8922/2016

SUMIT SHAKKARWAL & ORS.

..... Petitioners

Through: Ms Sindhu and Mr Hitender
Sakkarwal, Advocates.

versus

STATE & ANR.

..... Respondents

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

WSI Khiloni, PS- Janakpuri.

Complainant in person.

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 seeking quashing of FIR No.504/2013 under Sections 498A/406/34 IPC registered at Police Station- Janak Puri, Delhi.

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 15.12.2010. A female child, namely, Aaradhya born out of the said wedlock on 14.01.2012 is in the care and custody of respondent No.2/complainant (wife). Owing to temperamental and ideological differences between the parties to the marriage, they started living separately since 10.05.2013. On a complaint instituted by respondent No.2, the subject FIR was registered against the petitioners.

3. Counsel for the petitioners as well as the respondent No.2/complainant (wife), who appears in person in Court today and has been identified by the IO in the subject FIR, namely, WSI Khiloni, PS- Janak Puri, state that with the aid and assistance of the Delhi High Court Mediation and Conciliation Centre, the parties have arrived at an amicable resolution of all their outstanding matrimonial disputes by way of a Settlement Agreement dated 05.05.2015. The salient terms and conditions of the aforesaid Settlement Agreement dated 05.05.2015 are as follows:-

- “a. Party no.1 undertakes to allow party No.2 to withdraw Rs.4,00,000/- (Rupees Four Lakhs Only) deposited in the Hon’ble High Court of Delhi in Bail Application No. 1866/2014 in which

the present mediation has been referred on the next date of hearing i.e. 27.05.2015.

- b. Both parties amicably agree to file mutual consent divorce petition under section 13(b)(i) of HM Act in the first week of July, 2015. An amount of Rs.2,00,000/- (Rupees Two lakhs only) shall be paid by the Party no.1 to Party no.2 on the first date fixed for hearing in the first motion petition under Section 13(B)1 of the said Act.
- c. Both parties undertake to sign second motion petition under Section 13 (B)(ii) of HM Act immediately within two weeks after the expiry of mandatory period of six months. An amount of Rs.2,00,000/- (Rupees two lakhs only) shall be paid by the Party no.1 to Party no.2 at the time of recoding of statements under Section 13(b)2 of the said Act.
- d. The third installment of Rs.2,00,000/- (Rupees Two lakhs only) shall be paid by the Party no.1 to Party no.2 at the time of quashing of FIR No. 504/2013 U/s. 498A/406/34 IPC registered at Police Station Janak Puri, New Delhi against the Party no.1 and his family which shall be filled by the first party within two weeks from the date of recoding of statements in second motion petition under section 13(B)(ii) of HM Act.
- e. That the Party No.1 has already hanaded over to the Party No.2 all the stridhan and jewellery and portfolio belonging to Party No.2 as mentioned in list annexed herewith with the present settlement agreement as Annexure- A and Party No.2 has no

further claim on stridhan or personal belongings and all claims in the regard stand satisfied fully, finally ad conclusively.

f. That the Party No.1 has also handed over to the Party No.2 all the stridhan articles including clothes, shoes, purses, other household articles etc. detailed in Seizure and Handed over Memo (60 items) dated 02.05.2015 prepared by Sub-Inspector Ms Khiloni, Police Station Janakpuri, New Delhi is annexed herewith with the present settlement agreement as Annexure- B and Party No.2 has no further claim on stridhan or personal belongings and all claims in this regard stand satisfied fully, finally and conclusively.

g. Upon payment of the said amount of Rs.10 lacs all the claims of the Party No.2 towards stridhan, alimony, maintenance (past, present and future) against the Party No.1 shall stand fully satisfied. The Party no.2, and her daughter hereby states that she has no further claim or entitlements with respect to maintenance (pas, present or future) stridhan or alimony as they stand satisfied fully and conclusively. The Party No.2 and her daughter Baby Aradhya shall not claim any right in the assets of the Party No.1 or the family of the Party N.1 including in the assets of the parents. All the claims of Party No.2 and her daughter baby Aaradhya whatsoever stand settled in terms herein above in a full, final conclusive and irrevocable manner.”

4. In a nutshell, it has been agreed by and between the parties to the union that respondent no. 2/complainant (wife) shall be paid a sum of Rs.10 lakh towards all her claims *vis. a vis.* permanent alimony, dowry articles, maintenance past, present and future etc. against the petitioners.

5. Counsel for the petitioners as well as the respondent No.2, further state that pursuant to the said settlement between the parties to the union, a sum of Rs.8 lakh has already been received by respondent No.2 as per the terms of the settlement. The balance sum of Rs.2 lakh has been handed over to the respondent No.2 in court today by way of a demand draft bearing No.501276 drawn on ICICI Bank, Regharpura, New Delhi. The respondent No.2 acknowledges receipt of the same subject to its realization.

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 29.02.2016 has already been obtained by the parties from the concerned Family Court, Tis Hazari Courts, Delhi.

7. Respondent No.2 states that in pursuance to the settlement arrived at between the parties, she is no longer keen to proceed with the subject FIR.

8. The agreement entered into between the parties is lawful and the same is accepted leaving the parties to perform their reciprocal undertakings made therein.

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 by way of a settlement without any undue influence, pressure or coercion; that the parties have obtained decree of divorce by mutual consent on 29.02.2016, no useful purpose will be served by proceeding with the subject FIR.

10. Resultantly, the FIR No.504/2013 under Sections 498A/406/34 IPC registered at Police Station- Janak Puri, Delhi, is hereby set aside and quashed qua the petitioners subject to their paying a sum of Rs.50,000/- in the aggregate in the shape of a Fixed Deposit Receipt (FDR) drawn on a Nationalized Bank to enure to the benefit of the minor child Aaradhya. The FDR shall be handed over, within a period of six months from today, to the respondent No.2, the mother and natural guardian of the minor. A copy of the receipt thereof shall be provided to the IO in the subject FIR.

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

SIDDHARTH MRIDUL, J

MAY 27, 2016
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