

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 4160/2015 & Crl. M.A. Nos. 14918/2015 & 15759/2015**

Date of Decision: May 06th, 2016

RAMANDEEP SINGH & ORS Petitioner
Through Dr. Sarbjit Sharma,
Ms. Shridhika Verma,
Ms. Pariksha and Ms. Sukirati, Advs.

versus

STATE (NCT OF DELHI) & ANR Respondents
Through Mr. Mukesh Kumar, APP.
SI Amar Singh, PS: Vikas Puri.
Mr. Mahesh Singh, Adv. for
Complainant.

CORAM:
HON'BLE MR. JUSTICE P.S.TEJI

P.S.TEJI, J.

1. The present petition under Section 482 Cr.P.C. has been filed by the petitioners, namely, Sh. Ramandeep Singh, Sh. Gurvinder Singh Kohli, Smt. Harjeet Kaur and Sh. Hardeep Singh for quashing of FIR No.845/2014 dated 24.10.2014, under Sections 498-A/406/34 IPC registered at Police Station Vikaspuri on the basis of the settlement agreement executed between petitioner no.1 and respondent No.2, namely, Smt. Manpreet Kaur on 20.08.2015.
2. Learned Additional Public Prosecutor for respondent-State

submitted that the respondent No.2, present in the Court has been identified to be the complainant/first-informant of the FIR in question by her counsel.

3. The factual matrix of the present case is that the marriage was solemnized between petitioner no.1 and the respondent no.2 on 07.04.2012 as per Sikh rites and ceremony at Delhi. After the marriage, the accused persons started to harass the complainant and used to compel her to bring Rs. 20 lacs in cash from her parents. The complainant was also compelled to ask her parents for a Honda Car. On 19.05.2012, the complainant was beaten up by her husband at the instance of the other accused persons. The parents of the complainant then gave some expensive gifts to the in-laws of the complainant but her in-laws threw all the gifts saying that they were all substandard. Then, in the month of March, 2013, the accused persons threw the complainant out of the matrimonial home. Thereafter, the matter was settled and the complainant again started living at her matrimonial home from 10.05.2013. On 05.01.2014, on the birthday of the petitioner no.1, the parents of the complainant gave gifts but petitioner no.1 insulted them. The husband of the complainant also compelled her to buy Mohindra XUV 500 on installments after taking loan. The mother-in-law of the complainant had taken away all her jewellery that she received from her parents.

Thereafter, the complainant got lodged a complaint with the CAW cell, Kirti Nagar which resulted into registration of the FIR in question against the petitioners. Respondent no.2 also filed for divorce under Section 13 (1) (ia) HMA against the petitioner no.1. During the

pendency of the same, both the parties to the petition mutually settled all their matrimonial disputes amicably.

4. Respondent No.2, present in the Court, submitted that the dispute between the parties has been amicably resolved. As per the settlement agreement, it is agreed that petitioner no.1 and respondent no.2 shall take divorce by way of mutual consent and that the divorce petition under Section 13(1)(ia) of the Hindu Marriage Act pending adjudication before the Family Court(West District), Tis Hazari Courts, Delhi shall be withdrawn or amended to this effect with the leave of the Family Court. It is also agreed that respondent no.2 has settled the matter with the petitioner no.1 for return of 4 gold ornaments as explained in the terms of the settlement. It is also agreed that the said gold ornaments have been shown to the respondent no.2 and that they shall be returned to her by petitioner no.1 at the time of recording of statement of first motion. It is also agreed that the petitioner no.1 shall pay an amount of Rs.21 Lacs apart from the 4 gold ornaments to respondent no.2 in full and final settlement of all her claims of istridhan, maintenance (past, present and future). It is also agreed that the petitioner no.1 shall make all arrangements for obtaining a NOC and no dues certificate from the ICICI Bank, in respect of one Mahindra XUV 500 vehicle bearing Registration no.HR-26-CH-2444, which was financed by the said Bank in favour of the respondent no.2 on the behest of petitioner no.1. It is also agreed that the said no dues certificate shall be arranged and handed over to the respondent no.2 by petitioner no.1 any time between first and second motion period of divorce proceedings by mutual consent. It is

also agreed that petitioner no.1 shall make arrangements for getting the Insurance and the RC of the said vehicle transferred in his own name, thereby discharging and absolving the respondent no.2 of all or any claims, risks, liabilities, etc. in respect of the said vehicle. It is also agreed that neither party shall have any claim against each other after divorce is granted and that respondent no.2 shall appear before this Court and would file her affidavit of consent for quashing the FIR in question. It is also agreed that the quashing petition shall be filed by the petitioner no.1 before this Court after recording of the statements in the first motion. It is also agreed that neither party shall lodge any either civil or criminal case against each other provided both the parties abide by all the terms and conditions of the mutual settlement. It is also agreed that the petitioner no.1 has agreed that he shall take all necessary steps, so that no liabilities, dues or claims etc. in respect of a rented shop, run in the name and style of “Kohli Furniture” situated at Badshahpur, Sohna Road, in Gurgaon, may fall upon the respondent no.2 and the rent agreement shall be got transferred in the name of the petitioner no.1 immediately because it is presently standing in the name of the respondent no.2. It is also agreed that no liabilities, dues or claims etc. in respect of the one rented farmhouse, situated at Gwal Pahari at Gurgaon-Faridabad at which the petitioner no.1 is residing, may fall upon the respondent no.2. It is also agreed that the no telephone bill, electricity bill, water bill, Vodafone and internet bill in respect of the telephone no. 7838512345 will be raised against the respondent no.2 or if any such claims, dues or liabilities, which may arise in the future, they shall be borne by petitioner no.1. It is also

agreed that petitioner no.1 shall take necessary to get the said Vodafone connection, transferred in his name or get it disconnected. It is also agreed that if any contracts, agreements, deeds or other instruments, or any documents of loan of guarantee for such, loan, which may have been signed by the respondent no.2 during the period of her matrimonial relationship with petitioner no.1, petitioner no.1 shall take steps to get the said documents rescinded/terminated and the respondent no.2 shall not be liable in any manner, whatsoever, in future. It is also agreed that if any bank documents like cheque books, passbooks or statements of accounts belonging to respondent no.2 are in custody of petitioner no.1, the same shall not be misused by petitioner no.1. It is also agreed all joint bank accounts standing in the name of petitioner no.1 and respondent no.2 shall be closed and if any dues or installments are showing in the statements account of the respective banks, the petitioner no.1 shall clear all such dues or loans etc. Respondent No.2 affirmed the contents of the aforesaid settlement. All the disputes and differences have been resolved through mutual consent. Now no dispute with petitioners survives and so, the proceedings arising out of the FIR in question be brought to an end. Statement of the respondent No.2 has been recorded in this regard in which she stated that she has entered into a compromise with the petitioners and has settled all the disputes with them. She further stated that she has no objection if the FIR in question is quashed.

5. In *Gian Singh v. State of Punjab (2012) 10 SCC 303* Apex Court has recognized the need of amicable resolution of disputes in cases like the instant one, by observing as under:-

“61. In other words, the High Court must consider whether it would be unfair or contrary to the interest of justice to continue with the criminal proceedings or continuation of criminal proceedings would tantamount to abuse of process of law despite settlement and compromise between the victim and the wrongdoer and whether to secure the ends of justice, it is appropriate that criminal case is put to an end and if the answer to the above question(s) is in the affirmative, the High Court shall be well within its jurisdiction to quash the criminal proceedings.”

6. The aforesaid dictum stands reiterated by the Apex Court in a recent judgment in *Narinder Singh v. State of Punjab (2014) 6 SCC 466*. The relevant observations of the Apex Court in *Narinder Singh (Supra)* are as under:-

“29. In view of the aforesaid discussion, we sum up and lay down the following principles by which the High Court would be guided in giving adequate treatment to the settlement between the parties and exercising its power under Section 482 of the Code while accepting the settlement and quashing the proceedings or refusing to accept the settlement with direction to continue with the criminal proceedings:

29.1 Power conferred under Section 482 of the Code is to be distinguished from the power which lies in the Court to compound the offences under Section 320 of the Code. No doubt, under Section 482 of the Code, the High Court has inherent power to quash the criminal proceedings even in those cases which are not compoundable, where the parties have settled the matter between themselves. However, this power is to be exercised sparingly and with caution.

29.2. When the parties have reached the settlement and on that basis petition for quashing the criminal proceedings is filed, the guiding factor in such cases would be to secure:

- (i) ends of justice, or
- (ii) to prevent abuse of the process of any court.

While exercising the power the High Court is to form an opinion on either of the aforesaid two objectives.

29.3. Such a power is not to be exercised in those prosecutions which involve heinous and serious offences of mental depravity or offences like murder, rape, dacoity, etc. Such offences are not private in nature and have a serious impact on society. Similarly, for the offences alleged to have been committed under special statute like the Prevention of Corruption Act or the offences committed by public servants while working in that capacity are not to be quashed merely on the basis of compromise between the victim and the offender.

29.4. On the other hand, those criminal cases having overwhelmingly and predominantly civil character, particularly those arising out of commercial transactions or arising out of matrimonial relationship or family disputes should be quashed when the parties have resolved their entire disputes among themselves.

7. The inherent powers of the High Court ought to be exercised to prevent the abuse of process of law and to secure the ends of justice. The respondent no.2 agrees to the quashing of the FIR in question without any threat or coercion or undue influence and has stated that the matter has been settled out of her own free will. As the matter has been settled and compromised amicably, so, there would be an extraordinary delay in the process of law if the legal proceedings between the parties are carried on. So, this Court is of the considered opinion that this is a fit case to invoke the jurisdiction under Section 482 Cr.P.C. to prevent the abuse of process of law and to secure the ends of justice.

8. The incorporation of inherent power under Section 482 Cr.P.C. is meant to deal with the situation in the absence of express provision of law to secure the ends of justice such as, where the process is abused or misused; where the ends of justice cannot be secured; where

the process of law is used for unjust or unlawful object; to avoid the causing of harassment to any person by using the provision of Cr.P.C. or to avoid the delay of the legal process in the delivery of justice. Whereas, the inherent power is not to be exercised to circumvent the express provisions of law.

9. It is settled law that the inherent power of the High Court under Section 482 Cr.P.C. should be used sparingly. The Hon'ble Apex Court in the case of *State of Maharashtra through CBI v. Vikram Anatrai Doshi and Ors.* MANU/SC/0842/2014 and in the case of *Inder Singh Goswami v. State of Uttaranchal* MANU/SC/0808/2009 has observed that powers under Section 482 Cr.P.C. must be exercised sparingly, carefully and with great caution. Only when the Court comes to the conclusion that there would be manifest injustice or there would be abuse of the process of the Court if such power is not exercised, Court would quash the proceedings.

10. It is a well settled law that where the High Court is convinced that the offences are entirely personal in nature and therefore do not affect public peace or tranquillity and where it feels that quashing of such proceedings on account of compromise would bring about peace and would secure ends of justice, it should not hesitate to quash them. In such cases, pursuing prosecution would be waste of time and energy. Non-compoundable offences are basically an obstruction in entering into compromise. In certain cases, the main offence is compoundable but the connected offences are not. In the case of *B.S. Joshi and others v. State of Haryana and another* 2003 (4) SCC 675 the Hon'ble Apex Court observed that even though the provisions of

Section 320 Cr.P.C. would not apply to such offences which are not compoundable, it did not limit or affect the powers under Section 482 Cr.P.C. The Hon'ble Apex Court laid down that if for the purpose of securing the ends of justice, quashing of FIR becomes necessary, section 320 Cr.P.C. would not be a bar to the exercise of power of quashing. In the nutshell, the Hon'ble Apex Court justified the exercise of powers under Section 482 Cr.P.C. to quash the proceedings to secure the ends of justice in view of the special facts and circumstances of the case, even where the offences were non-compoundable.

In the light of the aforesaid, this Court is of the view that notwithstanding the fact the offence under Section 498A IPC is a non-compoundable offence, there should be no impediment in quashing the FIR under this section, if the Court is otherwise satisfied that the facts and circumstances of the case so warrant.

11. *The Courts in India are now normally taking the view that endeavour should be taken to promote conciliation and secure speedy settlement of disputes relating to marriage and family affairs such as, matrimonial disputes between the couple or/and between the wife and her in-laws. India being a vast country naturally has large number of married persons resulting into high numbers of matrimonial disputes due to differences in temperament, life-styles, opinions, thoughts etc. between such couples, due to which majority is coming to the Court to get redressal. In its 59th report, the Law Commission of India had emphasized that while dealing with disputes concerning the family, the Court ought to adopt an approach radically different from that*

adopted in ordinary civil proceedings and that it should make reasonable efforts at settlement before the commencement of the trial. Further it is also the constitutional mandate for speedy disposal of such disputes and to grant quick justice to the litigants. But, our Courts are already over burdened due to pendency of large number of cases because of which it becomes difficult for speedy disposal of matrimonial disputes alone. As the matrimonial disputes are mainly between the husband and the wife and personal matters are involved in such disputes, so, it requires conciliatory procedure to bring a settlement between them. Nowadays, mediation has played a very important role in settling the disputes, especially, matrimonial disputes and has yielded good results. The Court must exercise its inherent power under Section 482 Cr.P.C. to put an end to the matrimonial litigations at the earliest so that the parties can live peacefully.

12. Since the subject matter of this FIR is essentially matrimonial, which now stands mutually and amicably settled between the parties, therefore, continuance of proceedings arising out of the FIR in question would be an exercise in futility and is a fit case for this Court to exercise its inherent jurisdiction.

13. In the facts and circumstances of this case, in view of statement made by the respondent No.2 and the compromise arrived at between the parties, the FIR in question warrants to be put to an end and proceedings emanating thereupon need to be quashed.

14. Accordingly, this petition is allowed and FIR No.845/2014 dated 24.10.2014, under Sections 498-A/406/34 IPC registered at

Police Station Vikaspuri and the proceedings emanating therefrom are quashed against the petitioners.

15. This petition is accordingly disposed of.

16. The applications CrI. M.A. Nos. 14918/2015 & 15759/2015 are also disposed of.

(P.S.TEJI)
JUDGE

MAY 06, 2016
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