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IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 24.05.2016

W.P.(CRL) 1289/2016

SIMRANJEET SINGH & ORS

..... Petitioners

Through: Mr. Gurmeet Singh, Advocate

versus

THE STATE & ANR

..... Respondents

Through: Mr. Ashish Aggarwal, ASC
(Criminal) with Mr. Piyush Singhal,
Advocate and SI Surender Singh, PS-
Bindapur
Mr. Surjit Singh & Ms. Surinder Kaur,
Parents of the Respondent
No.2/Complainant

CORAM:

HON'BLE MR JUSTICE SIDDHARTH MRIDUL

SIDDHARTH MRIDUL, J (ORAL)

CRL.M.A.6755/2016 (Delay in Refiling)

For the reasons stated in the application, which are duly supported by an affidavit, the delay in refiling the present petition is condoned.

The application is disposed of accordingly.

CRL.M.A.6754/2016 (Exemption)

Exemption granted subject to all just exceptions.

The application is disposed of accordingly.

W.P.(CRL) 1289/2016

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 (Cr.P.C.) seeking quashing of FIR No.378/2014, under Sections 498-A/406/34 IPC, registered at Police Station- Bindapur, New Delhi and the proceedings arising therefrom.

2. The subject FIR came to be registered at the instance of Gurpreet Kaur, respondent No.2/complainant, the former wife of Simranjeet Singh, petitioner No.1 herein, against the latter as well as against her mother-in-law, father-in-law, brothers-in-law, arrayed as petitioner Nos.2 to 5 respectively in the present petition. Subsequent to the registration of the subject FIR, the parties to the union have entered into an amicable settlement with the aid and assistance of the Counselling Cell, Family Courts, Dwarka Court, New Delhi on 19.05.2014. The settlement agreement dated 19.05.2014 is annexed to this petition as Annexure B. The salient terms of the amicable settlement as enshrined in order dated 19.05.2014 of the Counselling Cell, Family Courts, Dwarka Court, New Delhi are as follows:-

- “1. It is agreed that the parties will take divorce by mutual consent.
2. It is agreed that the petitioner will pay Rs.11,00,000/- along with three gold articles (One Gold Bracelet and Two Gold Rings) to the respondent as full and final settlement and nothing remains due towards stridhan, permanent alimony, jewellery etc.
3. It is agreed that the petitioner will pay Rs.2,00,000/- to the respondent in the form

of cash on 19.05.2014 in lieu of this settlement.

4. It is agreed that the first motion petition will be filed within three months of the settlement and the petitioner will pay Rs.3,00,000/- in the form of Demand Draft/Cash along with three gold articles to the respondent at the time of recording statements of first motion.
5. It is agreed that the second motion petition will be filed after the expiry of statutory period and the petitioner will pay Rs.4,00,000/- in the form of Demand Draft/Cash to the respondent at the time of recording statements of second motion.
6. It is agreed that the respondent will withdraw her case of Domestic Violence pending in the Court of Ms. Tyagita Singh, MM, Mahila Courts, Dwarka, New Delhi after recording statements of first motion.
7. It is agreed that both the parties will approach the Hon'ble High Court in quashing the matter u/s 498A, 406 at PS Bindapur, bearing FIR No.378/2014 dated 29.04.2014 within one month of obtaining the decree of divorce and at that time the petitioner will pay Rs.2,00,000/- to the respondent in the form of Demand Draft/Cash.
8. It is agreed that after this settlement, both the parties will neither file any complaint, case or litigation nor will pursue any complaint, cases or litigation against each other.
9. It is agreed that after this settlement, the parties will not interfere in each other's life after this settlement.

10. It is agreed that the parties shall remain bound with the terms and conditions as mentioned in this settlement.

The above said settlement is arrived at between the parties out of their own free will and without any force, pressure and coercion and the parties have signed it in my presence. ”

3. In a nutshell, it has been agreed by and between the parties to the union that Gurpreet Kaur, respondent no. 2/complainant shall be paid a sum of Rs.11,00,000/- along with three gold articles (One Gold Bracelet and Two Gold Rings) as full and final settlement towards stridhan, permanent alimony, jewellery etc. against the petitioners.

4. Counsel for the parties further state that pursuant to the said settlement between the parties to the union, a sum of Rs.9,00,000/- has already been received by Gurpreet Kaur, respondent no.2/complainant. The balance sum of Rs.2,00,000/- has been brought to the Court in cash and has been handed over to Mr. Surjeet Singh and Ms. Surinder Kaur, parents of Gurpreet Kaur, respondent no.2/complainant who have been identified by the IO in the subject FIR, namely, SI Surinder Singh, Police Station- Bindapur. The latter acknowledges receipt thereof.

5. My attention has been invited to a Power of Attorney executed by Gurpreet Kaur, respondent No.2/complainant in favour of her parents in this behalf. It is asserted on behalf of the parents of Gurpreet Kaur, respondent No.2/complainant, that subsequent to a decree of divorce by mutual consent between the parties to the union, Gurpreet Kaur has since migrated to Australia and remarried. It is observed that a decree of divorce by mutual

consent has been passed by the District & Principal Judge, South-West District, Family Court, Dwarka, New Delhi by way of order dated 06.06.2015.

6. Mr. Surjit Singh and Ms. Surinder Kaur, parents of Gurpreet Kaur, respondent No.2/complainant (wife), who are present in Court and have been identified by the IO in the subject FIR, namely, SI Surinder Singh, Police Station- Bindapur, state that in pursuance to the settlement arrived at between the parties to the union, they are no longer keen to proceed with the subject FIR and the proceedings arising therefrom.

7. 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 Agreement dated 19.05.2014 without any undue influence, pressure or coercion; the settlement between the parties is lawful; the marriage between respondent No.2 and the petitioner No.1 has culminated into a divorce by mutual consent granted by way of order dated 06.06.2015 and respondent No.2 has since remarried, as elaborated above, no useful purpose will be served by proceeding with the subject FIR. The parties undertake to abide by the reciprocal obligations as decided under the Settlement Agreement dated 19.05.2014 without demur.

8. Resultantly, the FIR No.378/2014, under Sections 498-A/406/34 IPC, registered at Police Station- Bindapur, New Delhi and the proceedings arising therefrom are hereby set aside and quashed qua the petitioners subject to their depositing a sum of Rs.25,000/- in aggregate with the Victims' Compensation Fund, Government of NCT of Delhi within a period of four

weeks from today. A copy of the receipt thereof shall be provided to the Investigating Officer in the subject FIR.

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

SIDDHARTH MRIDUL, J

MAY 24, 2016

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