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* IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 14th January, 2016

+ W.P.(CRL) 40/2016 and Crl. MA No. 235/2016 (Exemption)

MUKESH @ RAJU & ORS.

..... Petitioners

Through

Mr. Puneet Khurana, Advocate along
with petitioner no. 1

versus

THE STATE & ANR

..... Respondents

Through

Mr. Sanjay Lao, ASC (Crl.)
SI Manish Kumar, P.S. Shalimar Bagh
Mr. Rakesh Chaudhary, Adv. for
Resp. no. 2/Complainant along with
complainant

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. 182/2013 under Sections 406/498A/34 IPC registered at Police Station- Shalimar Bagh, 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 customs on 25th April, 2012. Owing to temperamental and ideological differences between the parties to the marriage, they started living separately since 28th September, 2012. No child has been born out of the said wedlock. 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 the outstanding matrimonial dispute between the parties to the union has been settled amicably before the Delhi Mediation Centre, Rohini District Courts, Delhi by way of a Settlement Agreement dated 19th October, 2013. The salient terms and conditions of the afore-stated settlement are as follows:-

“1) It is mutually settled between the parties that complainant and applicant shall get dissolved their marriage by decree of divorce by mutual consent without leveling allegations and counter allegations against each other in accordance with law before the Court of competent jurisdiction at Delhi.

2) It is settled that the applicant/husband shall pay Rs. 3,00,000/- (Rupees Three Lac only) to the complainant/wife as her full and final satisfaction qua all her claims (past, present & future) arising out of the marriage with him which shall include permanent alimony, istridhan, dowry articles, maintenance and all other miscellaneous expenses.

3) The applicant/husband shall return the articles, as mentioned in the admitted list Annexure-A, which has been signed by both the parties at the time of hearing the bail application i.e. on 26.10.2013, before the Ld. Referral Court.

4) The settled amount will be paid in cash/DD by the accused/husband to the complainant/wife as under:-

(i) First installment of Rs. 1,00,000/- (Rupees one lac only) shall be paid at the time of recording statements in First Motion Petition U/s 13(B)(1) of Hindu Marriage Act which will be filed by the parties jointly within one month from today.

(ii) Rs. 1,00,000/- (Rupees one lac only) shall be paid at the time of recording statements in Second Motion Petition U/s 13(B)(2) of Hindu Marriage Act which will be filed by the parties jointly after completion of stipulated period of six months.

(iii) The remaining amount of Rs. 1,00,000/- (Rupees one lac only) shall be paid to the complainant/wife by the applicant/husband at the time of quashing of FIR No. 182/2013 PS: Shalimar Bagh, U/s 498A/406/34 IPC, State vs. Mukesh & Ors. before the Hon'ble High Court of Delhi after passing of decree of divorce in second motion petition. The complainant/wife shall cooperate in quashing of the said FIR.”

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. 3 lakhs towards

all her claims *vis. a vis.* permanent alimony, stridhan, dowry articles, maintenance past, present and future etc. against the petitioners.

5. Counsel for the parties further state that pursuant to the said settlement between the parties to the union, the sum of Rs. 2 lakhs has already been received by respondent no.2 (wife). The balance sum of Rs. 1 lakh has been brought to the Court in the shape of Demand Draft dated 5th January, 2016 bearing No. 208129 drawn on Sarva Haryana Gramin Bank, Gurgaon Branch, Haryana in favour of respondent no. 2(wife) herein. The latter acknowledges receipt thereof subject to its encashment.

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 2nd November, 2015 has already been obtained by the parties from the concerned Family Court, Rohini, Delhi.

7. Respondent No.2/complainant (wife), who is present in Court and has been identified by the Investigating Officer i.e. SI Manish Kumar, Police Station- Shalimar Bagh, 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 before the Mediation Centre, Rohini District Courts, Delhi by way of a Settlement Agreement dated 19th October, 2013 without any undue influence, pressure or coercion; as the parties have obtained decree of divorce by mutual consent on 2nd November, 2015; and 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. 182/2013 under Sections 406/498A/34 IPC registered at Police Station- Shalimar Bagh, Delhi and the proceedings arising therefrom are hereby set aside and quashed qua all the petitioners subject to each of the petitioners depositing a sum of Rs. 2,500/- each with the Victims' Compensation Fund within a period of two weeks from today. A copy of the receipt thereof shall be provided to the Investigating Officer in the subject FIR.

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

SIDDHARTH MRIDUL, J

JANUARY 14, 2016/sd