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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ CRL.REV.P. 289/2013, CrI. M.A. 71/2016

SEEMA RANI

..... Petitioner

Through: Ruhini Dey and Mr. Dikshant Khanna,
Advs.

versus

STATE & ORS.

..... Respondent

Through: Mr. Ravi Nayak, APP for State ASI
Mohar Singh, P.S. Shalimar Bagh
Mr. Surinder Singh and Mr. Kaushal Chauhan,
Advs.

CORAM:

HON'BLE MR. JUSTICE NAJMI WAZIRI

ORDER

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09.11.2017

On 04.01.2016 and 25.08.2017, this court had passed the following orders:

"04.01.2016

CrLMA No.71/2016

The petitioner/applicant seeks revival of CrI.Rev.P. 289/2013 as also FIR No.284/2010 (P.S. Shalimar Bagh). The petitioner was married to the son of respondents No.2 and 3 in the year 2008. Unfortunately, the husband of the petitioner died and the petitioner gave birth to a son after the death of her husband. It was alleged by the petitioner that after the demise of her husband, she was ill treated in her

matrimonial home. Compelled by such circumstances namely cruelty in her matrimonial home, she lodged an FIR No.284/2010 with Shalimar Bagh Police Station. The aforesaid case was registered under Section 406 of the IPC.

During the pendency of the investigation in the aforementioned case, settlement was arrived at between the parties wherein it was agreed by the in-laws of the petitioner that she would be paid a sum of Rs. 10,000/- per month from 02.12.2010. Pursuant to such an agreement as also on the ground that there were no sufficient materials in the complaint, the accused persons i.e. respondents No.2, 3 and 4 were discharged by the court below by order dated 19.02.2013.

The petitioner challenged the aforesaid order before this Court vide Criminal Revision Petition No.289/2013. A bench of this Court, vide order dated 11.07.2013, dismissed the revision petition holding that there was no fault in the order passed by the court below discharging the accused persons (respondents No.2, 3 and 4).

Learned counsel appearing for the petitioner/applicant submits that the respondents were discharged only on their promise of paying Rs. 10,000/- per month to her. This amount was agreed to be paid for rearing up the child. The petitioner is staying in her matrimonial home and she has been left completely high and dry after the accused persons i.e. respondents No.2, 3 and 4 were discharged in the case. No money is being paid to the petitioner.

Issue notice to the respondents No.2, 3 and 4 subject to the petitioner taking steps for issuance of notice by all the modes, dasti included, within a period of 10 days from today, returnable on 01.03.2016.”

“25.08.2017

Ms. Shalini Kapoor, learned advocate appearing for the petitioner and Mr. Surinder Singh, learned advocate appearing for the respondents submit that a settlement agreement would be drawn up and would be placed before this Court for consideration on the next date.

There appears to be a consensus between the parties that respondent Nos. 2 & 3 will contribute Rs. 20 lakhs in the kitty of the petitioner. Out of the aforesaid amount, Rs. 10 lakhs would be deposited in an interest bearing FDR in the name of son of the petitioner namely Master Raghav. The balance amount of Rs. 10 lakhs would be remitted in the account of the petitioner. The aforesaid amount has been agreed to be paid by the respondents on the assurance of the father of the petitioner that he shall also contribute the same amount and that the said amount would be used for the purposes of purchasing a flat. The property which would be purchased would be in the joint name of the petitioner and her son and obviously since the son is a minor, the petitioner shall be the nominee of the property.

Relist on 27.10.2017.”

The parties have settled their differences vide a Settlement Agreement dated 27.10.2017 which is on record. They are present before the Court today and have been identified by their respective counsel. They reiterate the terms of the settlement agreement and undertake to abide by the terms of the same. Their undertaking is accepted and they are bound to the terms of the settlement agreement. As per the agreement, respondents have agreed to pay Rs. 20,00,000/- (Rupees twenty lacs) to the petitioner and her minor son Master Raghav. The amount in favour of the latter is to be kept in the form of an interest bearing FDR till the boy achieves majority.

The learned counsel for the private respondents submits upon

instructions, that in the event of exigency, the FDR amount in Master Raghav's name may be encashed to the extent it may be directed by the Court of a competent jurisdiction.

In view of the above settlement one FDR for a sum of Rs.10.00 lakh bearing No. 512283 dated 3.11.2017 drawn on The Nainital Bank Ltd. has been given by the respondents to the petitioner Ms. Seema in the name of Master Raghav. They have also handed over two Banker's Cheque for Rs.5.00 lac each bearing No. 006628 dated 6.11.2017 and 006633 dated 7.11.2017, both drawn on The Nainital Bank Ltd, Shalimar Bagh Branch, Delhi in favour of the petitioner. Upon handing over of the FDR and the two banker's cheque, the petitioner has handed over to respondent the key of their premises which she occupied. The respondent No. 4 is not present today. An undertaking shall be filed by her within a week from today that she will be bound by the terms of the settlement agreement.

Since the petitioner has settled all her differences with the respondents and is not willing to pursue the matter any further, there would be no substance remaining in the FIR or the proceedings emanating therefrom. Any further exercise in this regard would be in futility. In the circumstances, nothing survives in the matter. The petition is disposed off in terms of the above.

NAJMI WAZIRI, J

NOVEMBER 09, 2017/acm