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

+ W.P.(CRL) 1234/2017

PRABHAT GANDHI & ANR Petitioners
Through Mr.Rajiv Taneja, Adv. with
petitioners in person.

versus

STATE & ANR Respondents
Through Mr.Piyush Singhal, Adv. for
Mr.Ashish Agarwal, ASC for State with SI
Kuldeep.
Mr.Amit Kocher, Adv. for R-2 along with
respondent No.2 in person.

CORAM:
HON'BLE MR. JUSTICE VINOD GOEL

ORDER
% **28.07.2017**

1. On taking objection by the learned counsel for the respondent No.2, learned counsel for the petitioner states, on instructions, that he does not press ground (a) of the petition. Ordered accordingly.
2. The petitioners have invoked the writ jurisdiction of this court under Article 226 of the Constitution of India read with Section 482 of the Code of Criminal Procedure, 1973 (in short 'Cr.PC') for quashing of the FIR bearing No. 226/2016, registered on 18.02.2016 with Police Station Mukherjee Nagar, Delhi, under Sections 498A/406/34 IPC.
3. The marriage of the petitioner no. 1 and the respondent no. 2 was solemnized on 29.01.2007 as per Hindu rites and ceremonies in Delhi.

Out of the said wedlock, a male child namely Samarth Gandhi was born on 25.06.2008.

4. The petitioner no. 2 is the mother of the petitioner no.1.
5. Due to some temperamental differences between the petitioner no. 1 and the respondent no.2 they could not reconcile with each other. Resultantly, the respondent no.2 along with the child Samarth Gandhi left the matrimonial home and she started living with her parents with effect from 01.06.2015.
6. The respondent no. 2 lodged the said FIR on 18.02.2016 against the petitioners. She had filed a petition under Section 12 of the Protection of Women from Domestic Violence Act, 2005 (in short 'DV Act') before the court of learned MM, Mahila Court, North West, Delhi. She also filed petition under Section 125 of Cr.PC for maintenance against the petitioner no.1 before Principal Judge, Family Court, North West, Rohini Court, Delhi. She also filed an appeal being aggrieved by an order passed on her application under Section 12 of the DV Act before the Session Judge which was assigned to the Court of learned ASJ, North West, Rohini Court, Delhi.
7. The petitioner No.2 had also filed a civil suit for possession in respect of property No.1343, 2nd Floor, Dr.Mukherjee Nagar, North West, Delhi, against the respondent No.2.
8. The parties have arrived at a settlement in terms of Settlement Deed dated 03.06.2016.
9. By this settlement, the parties have decided to part company of each other and obtain a decree of divorce by mutual consent. It was agreed that their minor child 'Samarth Gandhi' shall remain in custody of

respondent No.2 and that the petitioner No.1 shall have visitation rights as detailed in Settlement Deed dated 03.06.2016. It has also been settled that the petitioner no. 1 shall pay a total sum of Rs.21,00,000/- to the respondent no. 2 in full and final settlement of all her claims which include (i) her maintenance (ii) cost of dowry articles and (iii) maintenance amount of Rs.10 lac for benefit of their minor child 'Samarth Gandhi'. The respondent No.2 had also agreed to withdraw both the above said petitions i.e. under Section 12 of the DV Act and under Section 125 of Cr.PC. She had also agreed to withdrawn appeal which was filed against an order passed on her application under Section 12 of the DV Act before the Session Judge. The respondent No.2 had also agreed to vacate the property No.1343, 2nd Floor, Dr.Mukherjee Nagar, North West, Delhi and hand over its vacant and peaceful possession to the petitioner No.2.

10. Pursuant to this settlement, on 03.06.2016 the petitioner No.1 paid a sum of Rs.1 lac at the time of signing of settlement deed. On 18.06.2016 at the time of vacating the property No.1343, 2nd Floor, Dr.Mukherjee Nagar, North West, Delhi, and handing over the peaceful possession to the petitioner No.2, the petitioner No.1 paid a sum of Rs.4,00,000/- to the respondent No.2. In first motion while recording the statement of the parties, a sum of Rs.1,00,000/- was paid to the respondent no. 2 by the petitioner no. 1. Further a sum of Rs.5,00,000/- was paid to the respondent no. 2 by the petitioner no. 1 on 9th March, 2017 by way of Fixed Deposit Receipt in the name of their minor child namely Samarth Gandhi. On the said date, the respondent No.2 had withdrawn her petition under Section 125 of

Cr.PC. At the time of recording the statement of the parties in the second motion petition, the petitioner no.1 paid further a sum of Rs.5,00,000/- to the respondent No.2.

11. On 09.03.2017, a decree of divorce by mutual consent was passed by the court of Ld. Principal Judge, Family Court, North, Delhi and the marriage between the petitioner no. 1 and the respondent no.2 was dissolved. The respondent no.2 submits that she had withdrawn her petition filed under Section 12 of the DV Act from the court of Ld.MM, Mahila Court, Delhi, as well as appeal which was filed against an order passed on her application under Section 12 of the DV Act before the Session Judge. Respondent no. 2 also submits that she had also withdrawn the petition under Section 125 of Cr.PC.
12. The petitioner No.2 submits that she had also withdrawn civil suit for possession in respect of property No.1343, 2nd Floor, Dr.Mukherjee Nagar, North West, Delhi, filed against the respondent No.2.
13. Petitioner No.1 and respondent No.2 have also agreed that their minor child namely Samarth Gandhi shall remain in the custody of the respondent No.2 and the petitioner No.1 shall have the visitation rights as detailed in para 5 of the settlement deed dated 03.06.2016.
14. Today, as per the settlement between the parties, the petitioner no. 1 has delivered three Demand Drafts bearing no.033324 dated 29.03.2017 for Rs.1,75,000/-, bearing no.033325 dated 29.03.2017 for Rs.1,75,000/- and bearing no.033334 dated 31.03.2017 for Rs.1,50,000/- issued by Bank of Maharashtra, Delhi, in the name of their child Samarth Gandhi, to the respondent no. 2, being the balance settlement amount. Copies of the same are placed on record.

Respondent No.2 has accepted the same. She confirms having received the entire settlement amount of Rs.21,00,000/- from the petitioner no. 1.

15. The amount of Rs.5,00,000/- which had been paid to the respondent No.2 for the benefit of Samarth Gandhi on 9th March, 2017 and Rs.5,00,000/- paid today, totalling to Rs.10,00,000/-, shall be kept in the Fixed Deposit Receipt by the respondent no.2 till the minor child namely Samarth Gandhi attains the majority. The respondent No.2 will deposit these three Demand Drafts in the bank and she will get issued Fixed Deposit Receipts for the period till minor attains the majority. As agreed, the respondent No.2 shall be entitled to receive and utilize the interest on the said amount of Rs.10,00,000/- for the benefit of the minor.
16. The respondent no. 2 confirms that she has willingly settled the matter with the petitioners without any force or coercion and she does not want to pursue the said FIR. She submits that the FIR may be quashed.
17. Both the parties submit that now nothing is due and recoverable by them against each other. The matter has been amicably settled between the parties and no purpose would be served in further pursuing with the FIR bearing No. 226/2016, registered on 18.02.2016 with Police Station Mukherjee Nagar, Delhi, under Sections 498A/406/34 IPC. Hence, to secure ends of justice, the FIR bearing No. 226/2016, registered on 18.02.2016 with Police Station Mukherjee Nagar, Delhi, under Sections 498A/406/34 IPC and proceedings arising out of the same are hereby quashed.

18. The petition is disposed of.

JULY 28, 2017/jitender

VINOD GOEL, J.