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

+ W.P.(CRL) 3055/2016

RAVI KUMAR & ORS.

..... Petitioners

Through: Mr.Lovedeep Singh Bindra, Advocate  
with Mr.Mohinder Pal, Advocate with  
petitioners in person

versus

STATE & ANR.

..... Respondents

Through: Ms.Richa Kapoor, ASC for the  
State/R-1.  
Mr.S.S.Sangwan, Advocate for R-2.

**CORAM:**

**HON'BLE MS. JUSTICE PRATIBHA RANI**

**ORDER**

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**24.10.2017**

1. Petitioners are present in person alongwith counsel.
2. Respondent No.2/complainant is not present despite service. However, counsel for the respondent No.2 is present and submits that respondent No.2 will appear today and matter may be passed over.
3. The matter is passed over.

**PRATIBHA RANI, J.**

**OCTOBER 24, 2017/ 'pg'**

12.00 Noon

Present : Mr.Lovedeep Singh Bindra, Advocate with Mr.Mohinder Pal,  
Advocate with petitioners in person.  
Ms.Richa Kapoor, ASC for the State/R-1.  
Mr.S.S.Sangwan, Advocate for R-2 with R-2 in person.

1. This writ petition has been filed by the Petitioners under Article 226 of the Constitution of India read with Section 482 Cr.P.C. for quashing of case FIR No.427/2014 under Sections 498-A/406/34 IPC and Section 4 of the Dowry Prohibition Act, 1961 registered at P.S. Kanjhawala, Delhi and the proceedings emanating therefrom on the basis of settlement arrived at between the parties.

2. Briefly stating the facts of the present case are that Respondent No.2 got married to Petitioner No.1 on 27<sup>th</sup> February, 2009 according to Hindu rites and ceremonies. Due to temperamental differences and attitudes, the parties were living separately from each other since 1<sup>st</sup> November, 2013. Thereafter, Respondent No.2 filed a complaint against the Petitioners, on the basis of which FIR in question was registered.

3. It is mentioned in the petition that during the pendency of above proceedings, the parties arrived at an amicable settlement and have entered into the Compromise Deed/MOU dated 9<sup>th</sup> July, 2015. Copy of the said Compromise Deed/MOU dated 9<sup>th</sup> July, 2015 has been annexed with the petition as Annexure-B.

4. As per the terms of the settlement dated 9<sup>th</sup> July, 2015, the petitioner No.1 and respondent No.2 agreed to dissolve the marriage by mutual consent and the respondent No.2 has settled her claim towards remaining/left over *stridhan* articles, maintenance (past, present and future) and permanent alimony for a total sum of ₹3,80,000/-. As per the settlement, the petitioners agreed to pay the settled amount of ₹3,80,000/- in the following manner:

(i) ₹80,000/- at the time of signing the compromise deed.

(ii) ₹1,00,000/- at the time of recording statement of the parties in the First Motion Petition.

(iii) ₹1,00,000/- at the time of recording statement of the parties in the Second Motion Petition.

(iv) ₹1,00,000/- at the time of quashing of FIR in question.

5. Respondent No.2/complainant is present in person alongwith her counsel. Learned counsel for the respondent No.2 submits that the respondent No.2/complainant has not received any amount and she is not willing to give divorce or file second motion petition. He further submits that the compromise deed/MOU was not signed by any of the family members of respondent No.2.

6. Learned counsel for the petitioners submits that at the time of execution/signing the compromise deed/MOU dated 9<sup>th</sup> July, 2015, the petitioners have paid ₹80,000/- (₹50,000/- plus ₹30,000/-) to respondent No.2 which was duly acknowledged by her in the MOU itself. Learned counsel for the petitioners has drawn the attention of this Court to the copy of the certified copy of order dated 8<sup>th</sup> September, 2015 passed in HMA no.690/2015 (First Motion) by the Court of Ms.Bimla Kumari, Judge, Family Court, North-West District, Rohini on which the respondent No.2/complainant has duly acknowledged having received ₹1,00,000/- (i.e. ₹80,000/- plus ₹20,000/-) from the petitioners in terms of settlement at the stage of first motion petition. Learned counsel for the petitioners submits that at the time of recording of statement in the First Motion Petition before the Family Court, North-West District, the respondent No.2 did not dispute the contents/terms of the MOU dated 9<sup>th</sup> July, 2015 or the payment received pursuant thereto.

7. Learned counsel for the petitioners submits that the respondent No.2 has already received ₹1,80,000/- out of the total amount of ₹3,80,000/-. In terms of settlement, today the petitioners have brought ₹1,00,000/- in cash payable at the stage of quashing of FIR. The amount of ₹1,00,000/- in cash has been handed over to respondent No.2.

8. Petitioners, who are present in person, today in the Court against receipt in the presence of the counsel have voluntarily given ₹8,000/- to the respondent No.2 to compensate her for the delay, if any, in making the payment of ₹1,00,000/-. Learned counsel for the petitioners submits that the remaining amount of ₹1,00,000/- shall be paid at the time of recording of statement in the Second Motion Petition.

9. From the copy of MOU dated 9<sup>th</sup> July, 2015 and the order dated 8<sup>th</sup> September, 2015 passed by Family Court, North-West District in the First Motion Petition, it is clear that the respondent No.2 has already received the part settled amount of ₹1,80,000/- from the petitioners which has been duly acknowledged by her in the MOU and in the order sheet dated 8<sup>th</sup> September, 2015 before the Family Court. She also did not dispute the terms and conditions of the settlement before the Family Court, North-West District. Today she has received ₹1,00,000/- which was payable under the terms of settlement at the stage of quashing of FIR.

10. The FIR registered against the present petitioners is for committing the offences punishable under Sections 498-A/406/34 IPC. Offence punishable under Section 498-A IPC is a non-compoundable offence.

11. In view of the legal position laid down in ***Gian Singh v State of Punjab & Anr. 2012 (9) SCALE 257*** and amicable settlement arrived at between the parties, I am of the considered view that no useful purpose

would be served by continuing the criminal proceedings against the petitioners, which will only be an exercise in futile and wastage of precious time of the Court.

12. Accordingly, in terms of the settlement case FIR No.427/2014 under Sections 498-A/406/34 IPC and Section 4 of the Dowry Prohibition Act, 1961 registered at P.S. Kanjhawala, Delhi and consequential proceedings arising therefrom are hereby quashed.

Order dasti, as prayed.

**PRATIBHA RANI, J.**

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