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

+ W.P.(CRL) 2102/2017

JAI KISHAN & ORS

..... Petitioners

Through: Mr. Pradeep Kumar Desodya, Advocate
along with petitioners in person.

versus

STATE & ANR

..... Respondents

Through: Mr. Sanjay Lao, ASC for the State with
SI Khajan Singh, PS Pahar Ganj, Delhi.
Mr. Desh Raj, Advocate for R-2 along with
respondent no. 2 in person.

CORAM:

HON'BLE MR. JUSTICE VINOD GOEL

ORDER

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25.07.2017

Crl.M.A. 11775/2017 (exemption)

Exemption allowed subject to all just exceptions.

Application is disposed of.

W.P. (Crl.) 2102/2017

1. Notice. Learned ASC, who appears on an advance copy, accepts notice.
2. Notice to respondent no. 2 also. She appears in person with counsel and is duly identified by the IO SI Khajan Singh.
3. The petitioners have invoked the writ jurisdiction of this court under Article 226/227 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. 298/2016, registered on 07.08.2016 with PS

Pahar Ganj, Delhi, under Section 498A/406/34 IPC.

4. The marriage of the petitioner no. 1 and the respondent no. 2 was solemnized on 08.12.2013 as per Hindu rites and ceremonies in Delhi. However, no issue out of the said wedlock was born.
5. The petitioner no. 2 and 3 are the parents of petitioner no. 1.
6. After solemnization of marriage, the petitioner no. 1 and the respondent no. 2 started residing at the matrimonial home. 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 left the matrimonial home on 14.12.2014 and she started living with her parents.
7. The respondent no. 2 lodged a complaint with CAW Cell, Kamla Market, Delhi, which culminated into FIR No. 298/2016 on 07.08.2016 under Section 498A/406/34 of IPC with PS Pahar Ganj, Delhi. Respondent no. 2 had also filed a petition on 22.08.2015 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, Delhi and another petition under Section 125 of Cr.PC for maintenance against the petitioner no.1 before Principal Judge, Family Court, Delhi.
8. The parties have arrived at a settlement before the Principal Counsellor attached to the court of learned Principal Judge, Family Court, Tis Hazari, Delhi.
9. By this settlement, the parties have decided to part company from each other and obtain a decree of divorce by mutual consent. It has also been settled that the petitioner no. 1 shall pay Rs.5,50,000/- to the

respondent no. 2 in full and final settlement of all her claims including the maintenance. It has also been agreed that the petitioners shall return all the dowry articles including the gold chain to the respondent no. 2. It was argued that in case gold chain is not returned, the petition No.1 shall pay Rs.30,000/- in cash to respondent No.2. The respondent has 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.

10. Pursuant to this settlement, in first motion while recording the statement of the parties, a sum of Rs.2,00,000/- was paid to the respondent no. 2 by the petitioner no. 1 and further a sum of Rs.3,00,000/- was paid to the respondent no. 2 by the petitioner no. 1 at the time of recording the statement of the parties in the second motion petition. On 19.05.2017, a decree of divorce by mutual consent was passed by the court of Ld. Principal Judge, Family Court, Delhi dissolving the marriage between the petitioner no. 1 and the respondent no.2. 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-02, Mahila Court, Delhi. Respondent no. 2 also submits that she has also withdrawn the petition under Section 125 of Cr.PC from the court of Ld. Principal Judge, Family Court, Delhi.
11. Today, as per the settlement between the parties, the petitioner no. 1 has delivered a pay order bearing no. 513647 dated 18.07.2017 for Rs.50,000/- issued by ICICI Bank, Delhi to the respondent no. 2, being the balance settlement amount. Copy of the pay order is placed on record. Respondent No.2 has accepted the same. She confirms having received the entire settlement amount of Rs.5,50,000/- from

the petitioner no. 1. Respondent No.2 also confirms that since the gold chain was not returned by petitioner No.1, she has received a sum of Rs.30,000/- in lieu of the same from petitioner No.1.

12. She confirms that she has willingly settled the matter with the petitioners without any force or coercion and she does not want to pursue her FIR.
13. IO through the ASC submits that the charge-sheet has not been filed as the parties have amicably arrived at the settlement.
14. 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 matter in the FIR bearing No. 298/2016, registered on 07.08.2016 with PS Pahar Ganj, Delhi, under Section 498A/406/34 IPC. Hence, to secure ends of justice, the FIR bearing No. 298/2016, registered on 07.08.2016 with PS Pahar Ganj, Delhi, under Section 498A/406/34 IPC and proceedings arising out of the same are hereby quashed.
15. The petition is disposed of.

VINOD GOEL, J.

JULY 25, 2017
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