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

% *Date of Judgment: 16th August, 2017*

+ **W.P.(CRL) 2315/2017**

PAWAN SAXENA

..... Petitioner

Through Mr. Yash Mishra, Advocate
with Mr. Burjis Shabir along with petitioner
in person.

versus

STATE NCT OF DELHI & ANR.

..... Respondents

Through Mr. Sanjay Lao, ASC for State
with ASI Deshraj, P.S. Mandawali.

Mr. Santosh Kumar, Advocate for R-2 along
with Respondent No.2 in person.

CORAM:

HON'BLE MR. JUSTICE VINOD GOEL

VINOD GOEL, J. (ORAL)

Crl.M.A. 13091/2017 (exemption)

Exemption allowed subject to all just exceptions.

Application is disposed of.

W.P.(CRL) 2315/2017

1. Notice. Learned Additional Standing counsel, who appears on an advance copy, accepts notice.
2. Notice to respondent No.2 also. She is present and accepts the notice. She is being represented by her counsel. She is duly identified by the IO ASI Deshraj.
3. The petitioner has 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.485/2014, registered on 31.05.2014 with Police Station Mandawli, Delhi, under Sections 498A/406/34 IPC on the complaint of respondent No.2.

4. The marriage of the petitioner and the respondent no. 2 was solemnized on 29.10.2009 as per Hindu rites and ceremonies at Delhi. Out of this wedlock a male child namely Master Arsh Saxena @ Chinu was born on 10.03.2011.
5. Due to some temperamental differences between the petitioner and the respondent no.2, they could not reconcile with each other. Resultantly, the respondent no.2 left the matrimonial home in October, 2011 and started living with her parents.
6. The petitioner filed a petition for divorce on the ground of cruelty bearing No.2779/2013 before the learned Principal Judge, Family Court, Faridabad. The respondent No.2 filed a petition for maintenance under Section 125 of Cr.P.C. bearing No.334/2015 before the learned Principal Judge, Family Court, East District, Delhi. The respondent No.2 also filed a complaint before CAW Cell which culminated into said FIR on 31.05.2014.
7. The parties had amicably resolved their disputes on 04.08.2016. The petitioner and respondent No.2 had decided to part company of each other and obtain a decree of divorce by mutual consent. It had also been settled that the petitioner shall pay a total sum of Rs.10,50,000/- to the respondent no. 2 in full and

final settlement of all her claims including maintenance and cost of dowry articles. Out of the settled amount of Rs.10.50 lakh, Rs.8 lakh would be for the maintenance for the minor child. It was also agreed that the said amount of Rs.8 lakh paid to the respondent no.2 shall be kept by her in the name of child in Fixed Deposit Receipt with any Nationalised Bank and shall not be encashed till the child attains the majority. Petitioner and respondent No.2 had also decided that the male child namely master Arsh Saxena @ Chinu will remain in the custody of respondent No.2 and that the petitioner shall not claim his custody. It is also agreed that the petitioner would have no visitation rights to the child. The petitioner had also agreed to pay a sum of Rs.4,000/- for 30 months for their child.

8. Pursuant to this settlement, in first motion while recording the statement of the parties, a sum of Rs.4,00,000/- was paid to the respondent no. 2 by the petitioner. Further a sum of Rs.3,50,000/- was paid to the respondent no. 2 by the petitioner at the time of recording the statement of the parties in the second motion petition. A decree of divorce by mutual consent was granted by the learned Principal Judge, Family Court, East District, Delhi on 17.05.2017 and the marriage between the petitioner and respondent No.2 was dissolved. Respondent No.2 present in the court states that she had withdrawn her petition under Section 125 of the Cr.P.C.
9. Today the petitioner has paid the balance settlement amount of Rs.3,00,000/- to the respondent No.2 by way of two demand

drafts No.047929 of Rs.2,50,000/- dated 3rd June, 2017 and No.047930 of Rs.50,000/- dated 3rd June, 2017, issued by Punjab National Bank, Gurgaon, Haryana, to respondent No.2 which has been accepted by her.

10. Today, the petitioner has also paid a lump sum amount of Rs.1,20,000/- to the respondent No.2 being the maintenance of the child namely Arsh Saxena by way of demand draft bearing No.473001 dated 10th July, 2017 in lump sum as agreed.
11. The respondent No.2 submits that the amount of Rs.8 lakh paid to her for the minor the child shall be kept by her in the name of the child in Fixed Deposit Receipt with any Nationalized Bank and shall not be encashed till the child attains the majority.
12. The respondent No.2 present in the court states that she has received the entire settlement amount from the petitioner. She submits that she does not want to pursue the said FIR. She submits that the said FIR may be quashed.
13. Both the petitioner and respondent No.2 submit that the child shall remain in the custody of respondent No.2 and the petitioner shall not claim his custody.
14. Both the parties submit that now nothing is due and recoverable by them against each other. Parties have amicably settled their all disputes and no purpose would be served in further pursuing with the FIR bearing No.485/2014, registered on 31.05.2014 with Police Station Mandawli, Delhi, under Sections 498A/406/34 IPC. Hence, to secure ends of justice, the FIR bearing No. 485/2014, registered on 31.05.2014 with Police

Station Mandawli, Delhi, under Sections 498A/406/34 IPC and proceedings arising out of the same are hereby quashed. It is also directed that the respondent No.2 shall keep Rs.8 lacs in FDR in the name of minor child Arsh Saxena @ Chinu for a period till he attains age of majority and this FDR shall not be encashed and no loan against the FDR shall be raised without permission of the Court.

15. The petition is disposed of. *Dasti.*

AUGUST 16, 2017/sandeep

VINOD GOEL, J.

