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

+ **CRL.M.C. 2303/2018 & CRL.M.A. 8176-8177/2018**

KUBER KHANNA & ORS

..... Petitioner

Through: Mr. R.S. Goswami, Mr. Rohit Tyagi,
Advs. with petitioners in person.

versus

THE STATE (NCT OF DELHI) & ANR

..... Respondent

Through: Mr. Hirein Sharma, APP for State
with SI Surender, PS Begumpur.
Ms. Saroj Nahar, Adv. for R-2 with
R-2.

CORAM:

HON'BLE MS. JUSTICE ANU MALHOTRA

ORDER

02.05.2018

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Learned counsel for the respondent no.2 submits that she would be filing her Vakalatnama during the course of the day, the same be filed accordingly.

Vide the present petition, the petitioner seeks quashing of FIR No.302/2015, registered at PS Begum Pur, under Sections 498A/406/34 Indian Penal Code, 1860 and all consequential proceedings emanating therefrom submitting to the effect that a settlement has been arrived at between the parties and all disputes between them have been amicably resolved and that the marriage between the petitioner no.1 and the respondent no.2 has also been dissolved vide decree of divorce through mutual consent.

The Investigating Officer of the case present today in Court has

identified the petitioner no.1 Shri Kuber Khanna, s/o Shri Ravi Kant Khanna, petitioner no.2 Shri Ravi Kant Khanna, s/o Shri Dharam Chand Khanna, petitioner no.3 Smt. Poonam Khanna, w/o Shri Ravi Kant Khanna and petitioner no.4 Shri Viabhav Khanna, s/o Shri Ravi Kant Khanna as being the accused arrayed in FIR No.302/2015, registered at PS Begum Pur, under Sections 498A/406/34 Indian Penal Code, 1860 and has also identified the respondent no.2 Ms. Nikita present today in Court as being the complainant thereof. The proofs of identity of the petitioner nos. 1 to 4 and of the respondent no. 2 in the form of photocopies of their Aadhar Cards are on the record as Ex. CW1/A to Ex. CW1/E respectively, originals of which have been seen and returned.

The respondent no.2 in her deposition on oath on examination by the Court has affirmed having sworn her affidavit annexed to the petition as Ex.CW2/B and has further testified to the effect that she has also signed the compromise deed executed in December, 2017, copy of which is on the record as Ex. CW2/A voluntarily of her own accord without any duress or coercion from any quarter. The respondent no.2 has further testified to the effect that in terms of the settlement arrived at between her and the petitioners, a total sum of Rs.10 lakhs was to be paid to her by the petitioners, of which a sum of Rs.7 lakh has been received by her previously and the balance sum of Rs.3 lakh has been handed over to her by the petitioners today in Court in the form of a Demand Draft bearing no. 507340 dated 01.05.2018 in her favour drawn on the ICICI Bank, copy of which is on the record as Ex. CW2/C and that there are no claims of hers left against the petitioners now. She has further stated that in terms of the settlement

arrived at between her and the petitioners, the minor child born of the wedlock between her and the petitioner no.2 is in her custody and shall continue to remain in her custody and that she is the legal guardian of the said minor child. She has further stated that she is an MBA and a teacher and that she only sought as submitted by her at the outset at the commencement of her deposition that the petitioner no.1 be apprised not to harass her in any manner inasmuch as he had telephoned her at her office on 29.01.2018 and defamed her at her office and that he does not repeat the same action. Placed on record is the copy of the decree sheet Ex. CW3/A as issued by the Judge, Family Court, Rohini Courts, New Delhi in HMA No.195/2018 under Section 13(B)(2) of the Hindu Marriage Act, 1955 which indicates the dissolution of marriage between the petitioner no.1 and the respondent no.2 vide decree dated 30.01.2018.

The date 29.01.2018 is apparently the date one day before the Second Motion Petition under Section 13(B)(2) of the Hindu Marriage Act, 1955.

The petitioner no.3 in his deposition on oath on examination by the Court has affirmed having signed the compromise deed executed in December, 2017 Ex. CW2/A with his signature as visible at Point-B thereon voluntarily of his own accord and submits that he undertakes to abide by the terms thereof. He further submits that he rung up the respondent no.2 on 29.01.2018 at her office just one day before the proceedings under Section 13(B)(2) of the Hindu Marriage Act, 1955 were to be taken up so that she could understand him. He further undertakes not to harass the respondent no.2 again in future. In view of the deposition of the petitioner no.1, there appears no reason to disbelieve his statement that he would not harass

the respondent no.2.

Learned APP for the State submits that in view of the settlement arrived at between the parties, there is no opposition to the prayer made by the petitioner seeking quashing of the FIR in question.

In view of the deposition of the respondent no.2, there appears no reason to disbelieve her statement that she has arrived at a settlement with the petitioners voluntarily of her own accord without any duress, coercion or pressure from any quarter. The FIR in question is apparently an aftermath to the matrimonial discord between the petitioner no.1 and the respondent no.2 which discord has since been resolved vide dissolution of the marriage between the petitioner no.1 and the respondent no.2 vide decree of divorce dated 30.01.2018 in HMA No. 195/2018, for maintenance of peace and harmony between the parties and for the well-being of the minor child born of the wedlock between the petitioner no.1 and the respondent no.2, it is considered appropriate to put a quietus to the litigation between them and in view thereof the FIR No.302/2015, registered at PS Begum Pur, under Sections 498A/406/34 Indian Penal Code, 1860 and all the consequential proceedings emanating therefrom against the petitioner no.1 Shri Kuber Khanna, petitioner no.2 Shri Ravi Kant Khanna, petitioner no.3 Smt. Poonam Khanna, and petitioner no.4 Shri Viabhav Khanna are quashed.

ANU MALHOTRA, J

MAY 02, 2018

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CRL.M.C. 2303/2018

KUBER KHANNA & ORS

Vs. THE STATE (NCT OF DELHI) & ANR.

Statement of CW1 : SI Surender, PS Begum Pur, Delhi.

ON S.A.

I identify the petitioner no.1 Shri Kuber Khanna, s/o Shri Ravi Kant Khanna, petitioner no.2 Shri Ravi Kant Khanna, s/o Shri Dharam Chand Khanna, petitioner no.3 Smt. Poonam Khanna, w/o Shri Ravi Kant Khanna and petitioner no.4 Shri Viabhav Khanna, s/o Shri Ravi Kant Khanna as being the accused arrayed in FIR No.302/2015, registered at PS Begum Pur, under Sections 498A/406/34 Indian Penal Code, 1860. I also identify the respondent no.2 Ms. Nitika present today in Court as being the complainant thereof. The proofs of identity of the petitioner nos. 1 to 4 and of the respondent no. 2 in the form of photocopies of their Aadhar Cards are on the record as Ex. CW1/A to Ex. CW1/E respectively. (Originals seen and returned.)

There are no other persons arrayed as accused in the said FIR.

ANU MALHOTRA, J

RO & AC

MAY 02, 2018

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KUBER KHANNA & ORS

Vs. THE STATE (NCT OF DELHI) & ANR

Statement of CW2 : Smt. Nitika, d/o Shri Sudershan Batra, aged 28 years, r/o 21, Pocket-1, Sector-22, Rohini, New Delhi.

ON S.A.

I do not oppose the prayer made by the petitioners seeking quashing of the FIR No.302/2015, registered at PS Begum Pur, under Sections 498A/406/34 Indian Penal Code, 1860 nor do I want the petitioners to be punished in relation thereto in view of the settlement arrived at between me and the petitioners vide a Compromise Deed executed in December, 2017, which bears my signature thereon at point-A on Ex.CW2/A. My affidavit annexed to the petition bears my signature thereon at points-A & B on Ex.CW2/B. I have signed both these documents voluntarily of my own accord without any duress, pressure or coercion from any quarter.

In terms of the settlement arrived at between me and the petitioners, a total sum of Rs.10 lakhs was to be paid to me by the petitioners, of which a sum of Rs.7 lakh has been received by me previously and the balance sum of Rs.3 lakh has been handed over to me by the petitioners today in Court in the form of a Demand Draft bearing no. 507340 dated 01.05.2018 in my favour drawn on the ICICI Bank, copy of which is on the record as Ex. CW2/C. There are no claims of mine left against the petitioners now.

In terms of the settlement arrived at between me and the petitioners, the minor child born of the wedlock between me and the petitioner no.2 is in my custody and shall continue to remain in my custody. I am the legal

guardian of the said minor child.

I am an MBA and a teacher.

All that I seek is that the petitioner no.1 who had telephoned me at my office on 29.01.2018 to defame me, does not repeat the same action.

I have made this statement voluntarily of my own accord without any duress, pressure or coercion from any quarter.

ANU MALHOTRA, J

RO & AC
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CRL.M.C. 2303/2018

KUBER KHANNA & ORS

Vs. THE STATE (NCT OF DELHI) & ANR.

Statement of CW3 : Shri Kuber Khanna, s/o Shri Ravi Kant Khanna, aged 31 years, r/o 22, Pocket-G-7, Sector-11, Rohini, New Delhi.

ON S.A.

I have signed the compromise deed Ex. CW2/A with my signature as visible at Point-B thereon voluntarily of my own accord. I undertake to abide by the terms of the said compromise deed.

I am pursuing B.Com (1st year) and I am in trading business.

The marriage between me and the respondent no.2 has been dissolved vide decree of divorce through mutual consent under Section 13(B)(2) of the Hindu Marriage Act, 1955 vide decree dated 30.01.2018 of the Court of the Judge, Family Court, Rohini Courts, New Delhi in HMA No.195/2018 copy of which is on the record as Ex. CW3/A.

I rung up the respondent no.2 on 29.01.2018 at her office just one day before the Second Motion Petition as I thought that she would understand me. I undertake not to harass the respondent no.2 again in future.

ANU MALHOTRA, J

RO & AC

MAY 02, 2018