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

+ **CRL.M.C. 3128/2018**

VINEET SEHDEV

..... Petitioner

Through: Mr. Harish Kr. Gupta, Advocate.

versus

STATE (NCT OF DELHI)& ANR

..... Respondent

Through: Mr. Sanjeev Sabharwal, APP for State
with W/SI Anita, PS Paschim Vihar.

CORAM:

HON'BLE MS. JUSTICE ANU MALHOTRA

ORDER

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31.05.2018

Vide the present petition, the petitioner seeks quashing of the FIR No.75/12, PS Paschim Vihar under Sections 406/498-A of the Indian Penal Code, 1860 submitting to the effect that a settlement has been arrived at between the parties during the course of the proceedings before the Family Court, West Tis Hazari Courts, Delhi.

The Investigating Officer of the case present has identified the petitioner Vineet Sehdev as being the sole accused arrayed in the FIR No.75/12, PS Paschim Vihar under Sections 406/498-A of the Indian Penal Code, 1860. He has also identified the respondent no. 2, Ms. Sonia as being the complainant of the said FIR. The proofs of identity of the petitioner and of the respondent no. 2 in the form of photocopy of their Aadhar Cards are on the record as Ex. CW1/A &

Ex.CW1/B, originals of which have been seen and returned.

The respondent no. 2 in her examination on oath by the Court has affirmed having sworn her affidavit Ex. CW2/A and also testified to having signed the compromise/ settlement deed dated 02.05.2018 which has been executed during the course of the proceedings in the Court of the Principal Judge, Family Courts West between her and the petitioner and the certified copy of which is on the record bears my signatures as visible thereon at point A thereof including at page 6 on the same on Ex. CW2/B. To the similar effect is the statement made by the petitioner who is examined as CW-3 and has testified to the effect that he has no opposition to his sister's son to continue to get coaching from the respondent no. 2 despite clause 2 of the agreement which reads to the effect:

“2. The parties to this deed undertake that they will never interfere in the affairs of each other or claim anything from each other or make contact with each other or their respective immediate family members or close friends, either directly or indirectly by any means of communication. Both parties will also never interfere in the family get togethers, functions or ceremonies of each other.”

On behalf of the State, there is no opposition to the prayer made by the petitioner seeking quashing of the FIR in question in view of the settlement arrived at between the parties.

The respondent no. 2 in reply to a specific court query has

stated that she has done his M.Sc. in Maths and she is a teacher. 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 petitioner voluntarily of her own accord without any duress, coercion or pressure from any quarter.

The parties to the petition are indicated to be residing separately since April, 2009 and as per the compromise/settlement document dated 02.05.2018, they shall continue to live separately without interference to each other's life and are not to be divorced and that the respondent no. 2 may continue to use the surname of the petitioner. The two children born out of the wedlock between the petitioner and the respondent no. 2 are indicated as per clause 8 of the settlement document Ex.CW2/B are living in the custody of the petitioner and shall continue to remain in the custody of the petitioner.

It is also stated by the respondent no. 2 that the proceedings under Section 125 of the Cr.P.C. have already been withdrawn and she has undertake to withdraw the proceedings under the DV Act which are pending for 04.06.2018 before the Court of MM, Mahila Court, West Tis Hazari against the petitioner.

Inter alia it is brought forth through the submissions made by the petitioner that the proceedings qua the divorce have already been withdrawn by the petitioner. Both the petitioner and the respondent no. 2 undertake to abide by the terms of the settlement Ex.CW2/B in view of the settlement arrived at between the parties. Taking into

account the deposition of the respondent no. 2, it is considered appropriate for maintenance of peace and harmony between the petitioner and the respondent no. 2 to put a quietus to the litigation between the parties in view of the observations in the verdict of the Hon'ble Supreme Court in ***Gian Singh vs. State of Punjab & Another***, (2012) 10 SCC 303, to the effect : -

*“58..... No doubt, crimes are acts which have harmful effect on the public and consist in wrongdoing that seriously endangers and threatens the well-being of the society and it is not safe to leave the crime-doer only because he and the victim have settled the dispute amicably or that the victim has been paid compensation, yet certain crimes have been made compoundable in law, with or without the permission of the court. In respect of serious offences like murder, rape, dacoity, etc., or other offences of mental depravity under IPC or offences of moral turpitude under special statutes, like the Prevention of Corruption Act or the offences committed by public servants while working in that capacity, the settlement between the offender and the victim can have no legal sanction at all. **However, certain offences which overwhelmingly and predominantly bear civil flavour having arisen out of civil, mercantile, commercial, financial, partnership or such like transactions or the offences arising out of matrimony, particularly relating to dowry, etc. or the family dispute, where the wrong is basically to the victim and the offender and the victim have settled all disputes between them amicably, irrespective of the fact that such offences have not been made compoundable, the High Court may within the framework of its inherent power, quash the criminal proceeding or criminal complaint or FIR if it is satisfied that on the face of such settlement, there is hardly any likelihood of the offender being convicted and by not***

quashing the criminal proceedings, justice shall be casualty and ends of justice shall be defeated. The above list is illustrative and not exhaustive. Each case will depend on its own facts and no hard-and-fast category can be prescribed.” [Refer to B.S. Joshi, (2003) 4 SCC 675; Nikhil Merchant, (2008) 9 SCC 677 and Manoj Sharma, (2008) 16 SCC 1.]”

and in view of the observations in the verdict of the Hon’ble Supreme Court in *Jitendra Raghuvanshi & Ors. Vs. Babita Raghuvanshi & Anr.* (2013) 4 SCC 58, to the effect : -

“15. In our view, it is the duty of the courts to encourage genuine settlements of matrimonial disputes, particularly, when the same are on considerable increase. Even if the offences are non-compoundable, if they relate to matrimonial disputes and the Court is satisfied that the parties have settled the same amicably and without any pressure, we hold that for the purpose of securing ends of justice, Section 320 of the Code would not be a bar to the exercise of power of quashing of FIR, complaint or the subsequent criminal proceedings.

16. There has been an outburst of matrimonial disputes in recent times. The institution of marriage occupies an important place and it has an important role to play in the society. Therefore, every effort should be made in the interest of the individuals in order to enable them to settle down in life and live peacefully. If the parties ponder over their defaults and terminate their disputes amicably by mutual agreement instead of fighting it out in a court of law, in order to do complete justice in the matrimonial matters, the courts should be less hesitant in exercising their extraordinary jurisdiction. It is trite to state that the power under Section 482 should be exercised sparingly and with circumspection only when the Court is convinced, on the basis of material on record, that allowing the

proceedings to continue would be an abuse of process of court or that the ends of justice require that the proceedings ought to be quashed....”

(emphasis supplied)

the FIR No.75/12, PS Paschim Vihar under Sections 406/498-A of the Indian Penal Code, 1860 and all the consequential proceedings emanating therefrom against the petitioner Vineet Sehdev are quashed.

The petition is disposed of.

ANU MALHOTRA, J

MAY 31, 2018
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CRL.M.C. 3128/2018
VINEET SEHDEV
Vs. STATE & ANR

Statement of CW1 : W/SI Anita, PS Paschim Vihar, Delhi.

ON S.A.

I identify the petitioner Vineet Sehdev as being the sole accused arrayed in the FIR No.75/12, PS Paschim Vihar under Sections 406/498-A of the Indian Penal Code, 1860. I also identify the respondent no. 2, Ms. Sonia as being the complainant of the said FIR. The proofs of identify of the petitioner and of the respondent no. 2 in the form of photocopy of their Aadhar Cards are on the record as Ex.CW1/A & Ex.CW1/B. (Originals seen and returned.)

ANU MALHOTRA, J

**RO & AC
MAY 31, 2018**

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CRL.M.C. 3128/2018

VINEET SEHDEV

Vs. STATE & ANR

Statement of CW2 : Ms. Sonia, w/o Vineet Sehdev, d/o late Sh. C.S. Malhotra, age 45 years, r/o B-5/5, Paschim Vihar, New Delhi.

ON S.A.

My affidavit annexed to the petition bears my signatures at points A & B on Ex.CW2/A. The compromise/ settlement deed dated 02.05.2018 which has been executed during the course of the proceedings in the Court of the Principal Judge, Family Courts West, certified copy of which is on the record bears my signatures as visible thereon at point A thereof including at page 6 on the same on Ex. CW2/B. I have signed both these documents voluntarily of my own accord without any duress, coercion or pressure from any quarter. I undertake to abide by the terms of the said settlement.

The proceedings under Section 125 of the Cr.P.C. initiated by me against the petitioner have already been withdrawn and I also undertake to withdraw the proceedings under the DV Act which are pending for 04.06.2018 before the Court of MM, Mahila Court, West Tis Hazari. The petitioner and I are living apart since April, 2009.

I do not oppose the prayer made by the petitioner seeking quashing of the FIR No.75/12, PS Paschim Vihar under Sections 406/498-A of the Indian Penal Code, 1860 nor do I want him to be punished in relation thereto as I want peace.

I have done my M.Sc. in Maths and I am a teacher.

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

ANU MALHOTRA, J

**RO & AC
MAY 31, 2018**

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CRL.M.C. 3128/2018

VINEET SEHDEV

Vs. STATE & ANR

Statement of CW3 : Mr. Vineet Sehdev, s/o Mr. I.G. Sehdev, age 48 years, r/o Flat no. 402, SFS Flats, Block GH-13, Paschim Vihar, New Delhi.

ON S.A.

My affidavit annexed to the petition bears my signatures at points A & B on Ex.CW3/A. The compromise/ settlement deed dated 02.05.2018 which has been executed during the course of the proceedings in the Court of the Principal Judge, Family Courts West, certified copy of which is on the record bears my signatures as visible thereon at point B thereof including at page 6 on the same on Ex. CW2/B. I have signed both these documents voluntarily of my own accord without any duress, coercion or pressure from any quarter. I undertake to abide by the terms of the said settlement.

I have no opposition to my sister son's continue to take coaching from the respondent no. 2 despite clause 2 of the said agreement Ex. CW2/B

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

ANU MALHOTRA, J

RO & AC

MAY 31, 2018