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

% Judgment delivered on: 18.07.2018

+ CRL.M.C. 3518/2018

AMIT CHAWLA Petitioner

versus

THE GOVT. OF NCT OF DELHI & ANR. Respondents

+ CRL.M.C. 3522/2018

AMIT CHAWLA & ORS. Petitioners

versus

THE GOVT. OF NCT OF DELHI & ANR. Respondents

Advocates who appeared in this case:

For the Petitioner : Mr.Pratap Shankar, Mr. Sweetank Shantanu,
Mr.Sanjeev and Pushkar Karni Sinha, Advs for
petitioner.

For the Respondents: Mr.Sanjeev Sabharwal, Addl. PP for the State with
SI ASI Balwant, CWC/N.Pura.
Mr.Dilpreet Singh, Adv. for Respondent No. 2 with
respondent No.2 in person.

CORAM:-

HON'BLE MR JUSTICE SANJEEV SACHDEVA

JUDGMENT

18.07.2018

SANJEEV SACHDEVA, J. (ORAL)

Crl. M.A. 12802/2018 (exemption)

Crl. M.A. 12803/2018 (exemption)

Crl. M.A. 12825/2018 (exemption)

Crl. M.A. 12826/2018 (exemption)

Allowed, subject to all just exceptions.

CRL.M.C. 3518/2018 & 3522/2018

1. The petitioner in Crl.M.C.3518/2018 seek quashing of FIR No. 556 of 2018 under Sections 420/468/471 of the IPC at Police Station Anand Vihar, New Delhi and petitioners in Crl.M.C.3522/2018 seek quashing of FIR No. 78 of 2013 under Sections 498A/406/34 of the IPC at Police Station Crime (Women) Cell, New Delhi, based on a settlement. It is contended that the FIRs were lodged consequent to a matrimonial discord.

2. Learned counsels for the parties submit that the parties have settled their disputes and have amicably dissolved their marriage by mutual consent and decree of divorce dated 23.01.2018 has been passed. It is further submitted on behalf of the parties that parties had entered into the settlement vide Deed of Settlement dated 23.10.2016.

3. As per the settlement, a total sum of Rs. 6,00,000/- was agreed to be paid to respondent no. 2. The amount of Rs. 4,50,000/- has already been paid to respondent no. 2. The balance amount of Rs.1,50,000/- has been paid by way of Bankers Cheque No.008749 dated 12.07.2018 drawn on HFDC Bank.

4. Learned counsel for the parties inform that the other disputes between the parties have also been resolved and proceedings have been concluded on the basis of the subject Deed of Settlement.

5. Learned counsel for the Respondent submits that there is an account in joint name in HDFC Bank, Vivek Vihar branch which is a disputed account as it is contended that the petitioner opened the same unilaterally. It is disputed by the petitioner that it was opened unilaterally.

6. Without prejudice, however, the parties submit that the said account will be closed and the petitioner shall take all necessary steps with the bank for the closure of the said account.

7. The petitioner undertakes to take all necessary steps for the closure of the said account shall be taken within a period of one week from today and on closure of the same intimate the respondent No. 2.

8. Respondent No.2 gives her no objection to the closure of the said bank account in HDFC Bank, Vivek Vihar Branch.

9. Respondent no. 2 who is present in court in person, represented by counsel and identified by the IO, submits that she has settled the dispute with the petitioners and is agreeable to the settlement and does not wish to press the criminal charges against the petitioners any further.

10. In view of the fact that the disputes between the petitioners and respondent no. 2 emanate out of a matrimonial discord and have been settled, continuation of criminal proceedings will be an exercise in futility and justice in the case demands that the dispute between the

parties is put to an end and peace is restored; securing the ends of justice being the ultimate guiding factor. It would be expedient to quash the subject FIR and the consequent proceedings emanating there from.

11. In view of the above, the petitions are allowed. FIR No. 556 of 2018 under Sections 420/468/471 of the IPC at Police Station Anand Vihar, New Delhi and FIR No. 78 of 2013 under Sections 498A/406/34 of the IPC at Police Station Crime (Women) Cell, New Delhi, and the consequent proceedings emanating there from are, accordingly quashed.

12. Order *Dasti* under signatures of the Court Master.

SANJEEV SACHDEVA, J

JULY 18, 2018

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