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

+ **W.P.(CRL) 1454/2019**

ARUN SHARMA & ORS

..... Petitioners

Through Mr Hemant Choudhary, Advocate.

versus

STATE (NCT OF DELHI) & ANR

..... Respondents

Through Mr Amarpreet Singh, Mr Rahul Mehra,
Standing Counsel.

SI Yashdeep D-765, P.S. Mehrauli.

Mr Hem C. Vashisht, Advocate with Ms Neelam
Sharma, Advocate appearing on behalf of
respondent no.2.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

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22.10.2019

1. The petitioners have filed the present petition, *inter alia*, praying that FIR No. 584/2015, under Sections 498A/406/34 of the IPC registered at Police Station Mehrauli, and all consequential proceedings arising therefrom be quashed.
2. The present petition is predicated on a settlement arrived at between the concerned parties. The petitioners are present in Court and are identified by their counsel.
3. Respondent no.2 is not present in Court as it is stated that she is in the United Kingdom. However, she has issued a Special Power of Attorney in favour of Ms Neelam Sharma, Advocate. Ms Neelam Sharma is present in

Court and states that she has full instructions from her constituted attorney (respondent no.2) to make statements on her behalf for quashing the FIR in question.

4. It is stated that the FIR in question was filed in view of the matrimonial differences and disputes that has arisen between respondent no.2 and petitioner no.1.

5. Petitioner no.1 and respondent no.2 were referred to Mediation Centre, Saket Courts, New Delhi for resolution of their disputes in **HMA NO. 1024/2014** captioned **Arun Sharma v. Baljinder Kaur**. It is stated that their conciliation efforts were successful and they arrived at a settlement before the Mediation Centre Saket Courts, New Delhi. In terms of the said settlement, petitioner no.1 agreed to pay a sum of ₹4 lakhs in full and final settlement of all claims of respondent no.2, arising out of the marriage between the parties, including maintenance – past, present and future, permanent alimony, *Istridhan* and dowry articles. Out of the aforesaid amount of ₹4 lakhs, ₹2 lakhs were to be paid at the time of recording the statement in the first motion of the Divorce Petition and the remaining ₹2 lakhs were agreed to be paid by petitioner no.1 at the time of quashing of the FIR in question.

6. Ms Neelam Sharma acknowledges that respondent no.2 has received a sum of ₹2 lakhs and states that respondent no.2 would have no further claims (apart from monthly maintenance agreed to be paid to the children) on receipt of the further sum of ₹2 lakhs.

7. Petitioner no.1 has today handed over a demand draft bearing No. 167934 dated 13.08.2019 drawn on Citi Bank for a sum of ₹2 lakhs. The

photocopy of the said demand draft is taken on record. Ms Neelam Sharma has accepted the said demand draft on behalf of respondent no.2 and acknowledges that with the receipt of the said amount, respondent no.2 has no further claims against the petitioners.

8. Petitioner no.1 is present in Court and states that respondent no.2 has not complied with the terms of the settlement inasmuch as she has deprived him of the visitation rights by removing the children from India without his consent. Ms Neelam Sharma also states that petitioner no.1 has not paid the monthly maintenance for the children as agreed.

9. Nonetheless, both the parties (the petitioners and respondent no.2) jointly pray that the FIR in question be quashed.

10. In view of the statements made by petitioner no.1 and respondent no.2 (through Ms Neelam Sharma), this Court considers it apposite to allow the present petition. Accordingly, FIR No. 584/2015 under Sections 498A/406/34 IPC of the IPC, registered at Police Station Mehrauli and all consequential proceedings arising therefrom are quashed.

11. It is clarified that nothing stated hereinabove shall preclude petitioner no.1 from initiating appropriate proceedings for enforcing visitation rights against respondent no.2. All rights of respondent no.2 to ensure that petitioner no.1 pays the monthly maintenance for the children as agreed are also reserved.

12. Apart from the above, the concerned parties (petitioner no.1 and respondent 2 through constituted attorney) state that they have no claims or grievances against each other.

13. The parties shall sign this order as an acknowledgement of the statements recorded herein.

14. The petition is allowed in the aforesaid terms.

VIBHU BAKHRU, J

OCTOBER 22, 2019

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