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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CRL.M.C. 6684/2019, CRL.M.A. 43431/2019, CRL.M.A. 43432/2019 &
CRL.M.A. 6826/2020

SHRI GHANSHYAM SINGH

.....Petitioner

Through: Petitioner in person with Mr.Manoj
Chauhan, Advocate.

Versus

STATE & ANR.

.....Respondents

Through: Mr.Kamal Kumar Ghei, APP for State.
ASI Charan Singh, IO.
R-2 in person with Mr. Kedar Yadav,
Advocate for R-2.

CORAM:
HON'BLE MS. JUSTICE ANU MALHOTRA

% **ORDER**
01.07.2020

(hearing through Video Conferencing)

Vide the present petition, the petitioner had sought the quashing of FIR No.597/2014, PS Begum Pur registered under Sections 498A/34 of the Indian Penal Code, 1860 submitting to the effect that a settlement has been arrived at between the parties and that the marriage between the petitioner and the respondent no.2 has been dissolved vide a decree dated 30.09.2019 and that no useful purpose would be served by the continuation of the proceedings in relation to the present FIR in question.

The proceedings had been taken up earlier on 27.05.2020, on which date, in as much as, the petition was premised on a settlement as per the joint statement dated 31.5.2016 recorded before the learned Principal Judge, North-West, Rohini Courts, Delhi in HMA No.562805/16 which indicated that as per the settlement terms, a total sum of Rs.65,00,000/- had been agreed to be paid by the petitioner to the respondent No.2 and for the children of the respondent No.2 against all claims of dowry, istridhan articles, maintenance-past, present and future and permanent alimony (two daughters of the petitioner and the respondent No.2, Geetanjali and Ritika born on 1.1.1998 and 15.10.1999 have since attained majority), however, in relation to the minor son Master Krishna born on 19.10.2006 the terms specified that all claims qua maintenance stand settled in relation to the minor child.

In view thereof, vide order dated 27.05.2020, it had been observed by this Court that the said term was not in consonance with the law as laid down by the Hon'ble Supreme Court in ***Ganesh V. Sudhir Kumar Srivastava & Ors.***, Civil Appeal Nos. 4031-4032/2019 arising out of SLP(C) Nos. 32868-32869/2018, vide verdict dated 22.4.2019 and as also adhered to by the Court in ***Rakesh Jain & Ors. V. State and Anr.*** in Crl.M.C. No.2935/2019 a verdict dated 06.09.2019.

Time had thus been sought by the learned counsel for the petitioner to seek instructions to place an affidavit on record of the petitioner specifying to the effect that the minor child Krishna born out of the wedlock of the petitioner and the respondent No.2 would be entitled to seek his claims in accordance with law.

The said affidavit of the petitioner dated 04.06.2020 has been filed on the record as well as e-mailed to this Court vide which it has been stated therein categorically vide paragraph 5 of the same to the effect that the petitioner herein undertook to pay the claims of the minor child Krishna born of the wedlock

between the petitioner the respondent no.2 in accordance with law.

It is essential to observe that during the course of the proceedings on 01.06.2020, there appeared to be some misgivings from the side of the respondent no.2, in as much as, she submitted that in terms of the settlement arrived at between her and the petitioner though the educational expenses of the minor child Krishna till he attained the age of 21 years have been agreed to be paid by the petitioner, every time, the respondent no.2 and her minor child had to request and persist with the petitioner for the payment of the said fees and that in the circumstances, the respondent no.2 sought that a fixed sum be stipulated for the educational expenses of the minor child. Thus, vide proceedings dated 01.06.2020 in the interest of justice, the parties were thus referred to the Delhi High Court Mediation and Conciliation Centre with the petitioner and the respondent no.2 having been directed to appear before the Delhi High Court Mediation and Conciliation Centre through video conferencing on the date 11.06.2020 with the request to the Co-ordinator of the Delhi High Court Mediation and Conciliation Centre Ms. Veena Ralli to conduct the mediation.

During the course of the proceedings dated 01.06.2020 itself, however, a sum of Rs.15 lakhs in terms of the settlement arrived at between the parties during the course of proceedings in HMA No.1271/2017 was handed over by the petitioner to the respondent no.2 vide a bank draft bearing No.334105 dated 27.05.2020 for a sum of Rs.1,50,000/- drawn on the Bank of Baroda and a Demand Draft bearing no.521209 dated 20.12.2019 revalidated on 18.03.2020 for a sum of Rs.13,50,000/- drawn on the ICICI Bank, both in the name of the respondent no.2, which were handed over to the respondent no.2 in the presence of the learned counsel for the respondent no.2 on 01.06.2020.

The matter having been referred to mediation was thus re-notified for 18.06.2020 and the report of the Mediation Centre was to the effect that the

matter was listed for further mediation proceedings for the date 20.06.2020.

Pursuant thereto, a settlement is indicated to have been arrived at between the parties vide a mediation settlement dated 25.06.2020 which has since been arrived at between the petitioner and the respondent no.2 at the Delhi High Court Mediation and Conciliation Centre and the said settlement agreement dated 25.06.2020 e-mailed to this Court on behalf of the petitioner, copy of which is digitally signed by the Mediator along with which are annexed e-mails of the consent of the petitioner and the respondent no.2 for the said settlement.

Both the petitioner and the respondent no.2 have been duly identified by the Investigating Officer of the case today who have affirmed having arrived at the said settlement dated 25.06.2020 voluntarily of their own accord without any duress, coercion or pressure from any quarter. Though, during the course of the proceedings today, there appear to be some misgivings between the petitioner and the respondent no.2 in relation to Clause 2 of the said settlement dated 25.06.2020, which reads to the effect:-

“2. It is further agreed between the parties that the First Party shall make all efforts to ensure admission of Krishna in any of the above schools or any other school of the equivalent standard having similar fee structure anywhere in Delhi wherever the Second Party gets accommodation if she shifts from Rohini Side. For this Krishna will be in direct communication with the First Party and will apprise the First Party about the location the Second Party would be likely to shift and they both (Krishna and the First Party) will decide collectively about the school.”

It has been stated categorically by the respondent no.2 that he would assist in getting the minor child Krishna admitted to school but all that he seeks is that efforts to apply for admission in the school be made by the respondent no.2, to which the respondent no.2 submits that she would so apply.

In the circumstances, in as much, the FIR has apparently emanated from a matrimonial discord between the parties which has since been resolved by the dissolution of marriage between the petitioner and the respondent no.2 vide a decree of divorce through mutual consent under Section 13B(2) of the HMA, 1955 in HMA Petition No.1271/2017 vide a decree dated 30.09.2019 of the Court of the learned Principal Judge, Family Court, North West, Rohini and taking into account the settlement that has been arrived at between the parties on 25.06.2020, coupled with the affidavit dated 04.06.2020 filed by the petitioner herein in compliance of directions dated 27.05.2020 and 01.06.2020, coupled with the factum that the entire settled sum of Rs.65 lacs has already been paid by the petitioner to the respondent no.2 as indicated vide the testimony of the respondent no.2 recorded on oath on 01.06.2020, it is considered appropriate to put a quietus to the litigation between the parties in terms of the verdict of the Hon'ble Supreme Court in **Narender Singh & Ors. V. State of Punjab**; (2014) 6 SCC 466 wherein it has been observed vide paragraph 31(IV) to the effect:-

“31. In view of the aforesaid discussion, we sum up and lay down the following principles by which the High Court would be guided in giving adequate treatment to the settlement between the parties and exercising its power under [Section 482](#) of the Code while accepting the settlement and quashing the proceedings or refusing to accept the settlement with direction to continue with the criminal proceedings:

(I)

(II)

(III)

(IV) On the other, those criminal cases having overwhelmingly and pre-dominantly civil character,

particularly those arising out of commercial transactions or arising out of matrimonial relationship or family disputes should be quashed when the parties have resolved their entire disputes among themselves.

.....”

and in view of the observations 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 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)

Thus, FIR No.597/2014, PS Begum Pur registered under Sections 498A/34 of the Indian Penal Code, 1860 and all consequential proceedings emanating therefrom against the petitioner are thus, quashed, in as much as, as stated by the Investigating Officer, ASI Charan Singh, PS Begum Pur who was examined on 01.06.2020, the other accused persons in the instant case namely Raj Rani, Gopal Singh and Purushottam Singh had been put in Column No.12 in the police report under Section 173 of the Cr.P.C., 1973.

The petitioner and the respondent no.2 shall remain bound by their settlement agreements that are on the record i.e. the settlement arrived at between the parties during the course of proceedings in HMA No.1271/2017 with modified terms as agreed between the petitioner and the respondent no.2 vide a mediation settlement dated 25.06.2020 arrived at the Delhi High Court Mediation and Conciliation Centre, print out of which is directed to be placed on the record by the Registry.

The petition is disposed of accordingly.

ANU MALHOTRA, J

JULY 01, 2020

'neha chopra'