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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 5538/2019**
AKSHAY SINGH RAJPUT @ RAJ KUMAR & ORS..... Petitioners
Through: Mr. CM Mathur, Adv. with
petitioners.
versus

THE STATE & ANR Respondents
Through: Mr. Sanjeev Sabharwal, APP for State
with ASI Sunil Kumar, P S Kirti
Nagar.
Mr. Manav Narula, Adv. for R-2 with
R-2.

CORAM:
HON'BLE MS. JUSTICE ANU MALHOTRA

ORDER
% **03.02.2020**

Vide the present petition, the petitioners seek quashing of the FIR No.282/2016, PS Kirti Nagar registered under Sections 498A/406/34 of the Indian Penal Code, 1860 submitting to the effect that a settlement has been arrived at between the parties vide a mediation settlement dated 01.10.2018 and that no useful purpose would be served by the continuation of the proceedings in relation to the FIR in question.

The Investigating Officer of the case has identified the petitioners present today in Court as being the accused arrayed in the FIR in question and has also identified respondent no.2 present in Court today as being the complainant of the said FIR.

In as much as the terms of the mediation settlement dated 01.10.2018 vide para 2 thereof read to the effect:

“it has been agreed between the parties that the respondent /

husband Sh. Raj Kumar shall pay a total sum of Rs.12,50,000/- (Rupees twelve lac fifty thousand only) to complainant / wife Ms. Guriya towards full and final settlement of all her claims including Istridhan, maintenance (present, past and future) for herself as well as minor child, permanent alimony, etc.”,

whereby the settlement terms indicated that the rights of the minor child had been given up by the respondent no.2 which was not in consonance with law as laid down by the Hon'ble Supreme Court in Civil Appeal 4031-4032/2019 arising out of SLP (C) Nos.32868-32869/2018 titled as ***Ganesh Vs. Sudhirkumar Shrivastava & Ors.*** vide the verdict dated 22.04.2019 as adhered to by this Court in ***Rakesh Jain & Ors. vs. State & Anr.*** in CRL.M.C. 2935/2019 dated 06.09.2019, the time was granted to the petitioners having been apprised of the state of law whereby on 17.12.2019, time was sought further on behalf of the petitioners and the respondent no.2 to re-work the settlement terms between the parties, in view of the proceedings dated 31.10.2019, as a consequence thereof, the petitioners and the respondent no.2 were directed to appear before the Judge, In-charge of the Delhi Mediation Centre, THC and the report from the Delhi Mediation Centre has since been received with the re-worked terms of the settlement between the petitioners and the respondent no.2, as a consequence of which, the re-worked settlement terms between the petitioners and the respondent no.2 qua clause 2 thereof now reads to the effect:

“That this settlement and after above modification, the earlier settlement dated 01.10.2018 pertain exclusively to the rights and entitlement of complainant Ms. Guriya.”

As per settlement dated 20.01.2020, it has been considered essential to

examine the petitioner no.1 qua the said re-worked terms of the settlement and he stated that he has signed the said mediation settlement dated 20.01.2020 voluntarily.

The respondent no.2 has stated that in terms of the terms of the settlement arrived at between the petitioners and herself, a total sum of Rs.12,50,000/- was agreed to be paid to her by the petitioner no.1, of which, a sum of Rs.9,50,000/- has since been received by her and the balance sum of Rs.3 lakhs has now been handed over to her by the petitioner no.1 vide a demand draft bearing no.524095 dated 07.01.2020 drawn on the Canara Bank in her name, copy of which is on the record as Ex.CW2/F and that there are now no claims of hers left against the petitioners. She has further stated that the marriage between her and the petitioner no.1 has since been dissolved vide a decree of divorce through mutual consent under Section 13B (2) of the HMA dated 16.07.2019 in HMA Petition No.1329/2019 vide a decree of the Court of the Principal Judge, Family Courts, West District, THC, copy of which is on the record as Ex.CW2/E.

As there appears no reason to disbelieve the statement of the respondent no.2 that she has arrived at a settlement with the petitioners voluntarily, she being a graduate and has stated that she understands the implications of her statement with their being no opposition on behalf of the State to the prayer made by the petitioners seeking quashing of the FIR in question, it is considered appropriate to put a quietus to the litigation and disputes between the parties for maintenance of peace and harmony between them as also for the well being of the respondent no.2, 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),

the FIR No.282/2016, PS Kirti Nagar registered under Sections 498A/406/34 of the Indian Penal Code, 1860 and all consequential proceedings emanating therefrom against the petitioners are quashed with the petitioners and respondent no.2 being bound by the terms of the mediation settlement as modified by the mediation settlement dated 20.01.2020 Ex.CW2/D whereby the petitioners and the respondent no.2 have committed to the effect that the settlement of the matrimonial dispute between the petitioner no.1 and the respondent no.2 would nowhere affect the rights and entitlement of the minor child Shreya from seeking appropriate relief in respect of maintenance, education, upbringing etc. by invoking available remedies.

The petition is disposed of.

ANU MALHOTRA, J

FEBRUARY 03, 2020

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CRL.M.C. 5538/2019

page no.6 of 6

IN THE HIGH COURT OF DELHI: NEW DELHI

43

CRL.M.C. 5538/2019

**AKSHAY SINGH RAJPUT @ RAJ KUMAR & ORS. VS. THE
STATE & ORS.**

03.02.2020

CW-1 ASI Sunil Kumar, P S Kirti Nagar.

ON S.A.

I identify the petitioner nos. 1 to 3 i.e. the petitioner no.1 Akshay Singh Rajput @ Raj Kumar, petitioner no.2 Chander Shekhar and petitioner no.3 Smt. Lakshmi Devi as being the three accused arrayed in the FIR No.282/2016, PS Kirti Nagar registered under Sections 498A/406/34 of the Indian Penal Code, 1860 and I also identify the respondent no.2 Ms. Guriya and being the complainant thereof.

**RO & AC
03.02.2020**

ANU MALHOTRA, J

IN THE HIGH COURT OF DELHI: NEW DELHI

43

CRL.M.C. 5538/2019

**AKSHAY SINGH RAJPUT @ RAJ KUMAR & ORS Vs. THE STATE
& ANR**

03.02.2020

CW-2 Ms. Guriya, d/o Mr. Ram Dass, aged 20 years, r/o H.No.WZ-52/B, Shardapuri, New Delhi.

On S.A.

I have brought my original proof of identity, copy of which is on the record as Ex.CW2/A. My affidavit in response to the petition bears my signatures thereon at points A & B thereon on Ex.CW2/B. The settlement arrived at between me and the petitioners at the Delhi Mediation Centre, THC on 01.10.2018 bears my signatures thereon at point A thereon on Ex.CW2/C. In terms of the order of this Court dated 30.10.2019 and 17.12.2019, the settlement has been re-worked qua claims of the minor child born of the wedlock between the petitioner no.1 and the respondent no.2 at the Delhi Mediation Centre, THC on 20.01.2020 and the re-worked settlement terms bear my signatures thereon at point A thereon on Ex.CW2/D. I have signed all these documents voluntarily of my own accord without any duress, coercion or pressure from any quarter.

In terms of the settlement between me and the petitioner no.1, the marriage between me and the petitioner no.1 has since been dissolved vide a decree of divorce through mutual consent under Section 13B (2) of the HMA dated 16.07.2019 in HMA Petition No.1329/2019 vide a decree of the Court of the Principal Judge, Family Courts, West District, THC, copy of

which is on the record as Ex.CW2/E.

In terms of the settlement between me and the petitioner no.1, a total sum of Rs.12,50,000/- was agreed to be paid to me by the petitioner no.1, of which, a sum of Rs.9,50,000/- has since been received by me and the balance sum of Rs.3 lakhs has now been handed over to me by the petitioner no.1 vide a demand draft bearing no.524095 dated 07.01.2020 drawn on the Canara Bank in my name, copy of which is on the record as Ex.CW2/F. There are now no claims of mine left against the petitioners.

In view of the settlement between me and the petitioners, I have no opposition to the prayer made by the petitioners seeking quashing of the FIR No.282/2016, PS Kirti Nagar registered under Sections 498A/406/34 of the Indian Penal Code, 1860 nor do I want the petitioners to be punished in relation thereto as all differences between us have been sorted out.

I am a graduate.

I have made my statement after understanding its implications voluntarily of my own accord without any duress, coercion or pressure from any quarter.

RO & AC
03.02.2020

ANU MALHOTRA, J

IN THE HIGH COURT OF DELHI: NEW DELHI

43

CRL.M.C. 5538/2019

**AKSHAY SINGH RAJPUT @ RAJ KUMAR & ORS Vs. THE STATE
& ANR**

03.02.2020

CW-3 Mr. Akshay Singh Rajput @ Raj Kumar, s/o Mr. Chander Shekhar, aged 31 years, r/o H.No.A-481, Raja Vihar, Gali No.1, Samaypur Badli, New Delhi.

On S.A.

I have brought my original proof of identity, copy of which is on the record as Ex.CW3/A. I have studied upto standard 7th. The mediation settlement arrived at at the Delhi Mediation Centre, THC on 01.10.2018 bears my signatures thereon at point B thereon on Ex.CW2/C. The re-worked terms of the mediation settlement as incorporated in the settlement dated 20.01.2020 bear my signatures thereon at point B thereon on Ex.CW2/D. I have signed all these documents voluntarily of my own accord without any duress, coercion or pressure from any quarter.

I have made my statement after understanding its implications voluntarily of my own accord without any duress, coercion or pressure from any quarter.

**RO & AC
03.02.2020**

ANU MALHOTRA, J