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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 708/2019 & CRL.M.A. 2904/2019**
ANURAAG MAHINDRU & ANR Petitioners
Through: Mr. RD Singh, Adv. with petitioner
no.1.
versus

STATE & ANR Respondents
Through: Ms. Meenakshi Dahiya, APP for State
with SI Uma Singh, PS Gulabi Bagh.
Mr. Imran Khan, Adv. for R-2.

CORAM:
HON'BLE MS. JUSTICE ANU MALHOTRA

ORDER
% **22.01.2020**

The presence of the petitioner no.2 has been exempted vide order dated 13.12.2019 through counsel representing her in as much as it has been submitted that the petitioner no.2 has been suffering from spinal cord ailment and is unable to put in appearance before the Court.

Vide the present petition, the petitioners seek quashing of the FIR No.74/2017, PS Gulabi Bagh 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 and 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 petitioner no.1 present today in Court and the proof of identity of the petitioner no.2 placed on record as Ex.CW1/A 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.

The respondent no.2 has produced her original Aadhar Card, copy of which is on the record as Ex.CW2/E. The respondent no.2 in her examination on oath by the Court has affirmed having signed her affidavit annexed to the petition Ex.CW2/A and her additional affidavit dated 22.01.2020 Ex.CW2/B and memorandum of understanding dated 30.04.2018 arrived at between her and the petitioner no.1 Ex.CW2/C voluntarily of her own accord without any duress, coercion or pressure from any quarter.

She has further stated that in terms of the settlement between her and the petitioner no.1, a total sum of Rs.20 lakhs was agreed to be paid to her by the petitioner no.1, which has all since been received by her and that there are now no claims of hers left against the petitioners. She has further stated that in terms of the settlement between her and the petitioner no.1, 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 22.12.2018 in HMA Petition No.1781/2018 vide a decree of the Court of the Principal Judge, Family Courts, Central District, THC, copy of which is on the record as Ex.CW2/D.

In as much as vide clause 3 of the said settlement agreement it had been agreed between the parties to the effect:

“That the first party has agreed to pay a sum of Rs.20,00,000/ (Rupees twenty lacs only) to the second party in full and final settlement of all other claims regarding dowry, maintenance of self and the minor daughter etc. Out of the said amount, Rs.8,00,000/- (Rupees eight lacs only) shall be paid by the first party at the time of recording of statement in first motion

petition and the remaining another amount of Rs.8,00,000/- (Rupees eight lacs only) shall be paid by the first party to the second party at the time of recording of the statement in the petition for second motion petition. The balance sum of Rs.4,00,000/- (Rupees four lacs only) shall be paid by the first party to the second party at the time of statement in the petition for quashing of the FIR under sections 498A/406/34 IPC, which has already been registered by the Police against the first party on the complaint of the second party.”

vide which terms it was indicated that the respondent no.2 had categorically stated that pursuant to the said settlement she would have no claims inclusive that of the minor child against the petitioner and his family members beyond the sum of Rs.20 lakhs.

Vide order dated 13.12.2019, it was observed to the effect that said settlement terms between the petitioner no.1 and the respondent no.2 is not in consonance with the 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.

Pursuant to the said proceedings, the petitioner no.1 and the respondent no.2 have both placed on record their affidavits categorically averring thereby to the effect that and also testified before this Court today to the effect that the minor child Avneka born of the wedlock between the petitioner no.1 and the respondent no.2 would be entitled to seek her claims qua maintenance or otherwise against both parents i.e. the petitioner no.1 and the respondent no.2 and despite settlement dated 30.04.2018 arrived at

between the petitioner no.1 and the respondent no.2, no rights of the minor child qua maintenance or otherwise have been given up by the respondent no.2.

On behalf of the State, there is no opposition to the prayer made by the petitioners seeking the quashing of the FIR in question in view of the settlement arrived at between the parties and the deposition of the respondent no.2.

In view thereof, in as much as the respondent no.2 has stated that she has no opposition to the prayer made by the petitioners seeking quashing of the FIR No.74/2017, PS Gulabi Bagh registered under Sections 498A/406/34 of the Indian Penal Code, 1860 nor does she want the petitioners to be punished in relation thereto as all differences between them have been sorted out and taking into account the factum that the respondent no.2 is well educated having done her Masters in Economics, there appears no reason to disbelieve the statement made by the respondent no.2 that she has arrived at a settlement with the petitioners voluntarily in as much as the FIR in question has emanated from a matrimonial discord which has since been resolved vide dissolution of the marriage between the respondent no.2 and the petitioner, 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.74/2017, PS Gulabi Bagh registered under Sections 498A/406/34 of the Indian Penal Code, 1860 and all consequential proceedings emanating therefrom against the petitioners are quashed.

The petition is disposed of.

ANU MALHOTRA, J

JANUARY 22, 2020

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IN THE HIGH COURT OF DELHI: NEW DELHI

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CRL.M.C. 708/2019

ANURAAG MAHINDRU & ANR Vs. STATE & ANR

22.01.2020

CW-1 W/SI Uma Singh, PS Gulabi Bagh.

ON S.A.

I identify the petitioner no.1 Mr. Anuraag Mahindru and the proof of identity of the petitioner no.2 Mrs. Usha Mahindru exempted from appearance for today vide order dated 13.12.2019 placed on record at page 25A, copy of which is Ex.CW1/A, as being the accused arrayed in the FIR No.74/2017, PS Gulabi Bagh registered under Sections 498A/406/34 of the Indian Penal Code, 1860. I identify the respondent no.2 Ms. Pratibha Mahindru as being the complainant of the said FIR.

RO & AC
22.01.2020

ANU MALHOTRA, J

IN THE HIGH COURT OF DELHI: NEW DELHI

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CRL.M.C. 708/2019

ANURAAG MAHINDRU & ANR Vs. STATE & ANR

22.01.2020

CW-2 Ms. Pratibha Mahindru, d/o late Mr. Kamal Kishore Nagia, aged 36 years, r/o A-1-601, M3M, Woodshire, Sector 107, Gurgaon, Delhi (previously r/o 1678, 2nd Floor, Government Quarters, Gulabi Bagh, New Delhi.

I have brought my original Aadhar Card, copy of which is on the record as Ex.Cw2/E. My affidavit dated 26.07.2019 in response to the petition bears my signatures thereon at points A & B thereon on Ex.CW2/A and my additional affidavit dated 22.01.2020 pursuant to proceedings dated 13.12.2019 whereby I categorically state that the rights of the minor child subsist against both the parents of the child i.e. the petitioner no.1 and myself bears my signatures thereon at points A & B thereon on Ex.CW2/B. The memorandum of understanding dated 30.04.2018 between me and the petitioner no.1 bears my signatures thereon at point A thereon on Ex.CW2/C. 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, a total sum of Rs.20 lakhs was agreed to be paid to me by the petitioner no.1, which has all since been received by me. There are now no claims of mine left against the petitioners.

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 22.12.2018 in HMA Petition No.1781/2018 vide a decree of the Court of the Principal Judge, Family Courts, Central District, THC, copy of which is on the record as Ex.CW2/D.

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.74/2017, PS Gulabi Bagh 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 have done Masters in Economy and I am a Researcher by profession.

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
22.01.2020

ANU MALHOTRA, J

IN THE HIGH COURT OF DELHI: NEW DELHI

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CRL.M.C. 708/2019

ANURAAG MAHINDRU & ANR Vs. STATE & ANR

22.01.2020

CW-3 Mr. Anuraag Mahindru, s/o Mr. Swatantar Kumar Mahindru, aged 41 years, r/o H.No.D-1/19, Janakpuri, New Delhi.

The memorandum of understanding dated 30.04.2018 between me and the respondent no.2 bears my signatures thereon at point B thereon on Ex.CW2/C whereby vide clause 2 it was agreed to the effect:

“That the first party has agreed to pay a sum of Rs.20,00,000/ (Rupees twenty lacs only) to the second party in full and final settlement of all other claims regarding dowry, maintenance of self and the minor daughter etc. Out of the said amount, Rs.8,00,000/- (Rupees eight lacs only) shall be paid by the first party at the time of recording of statement in first motion petition and the remaining another amount of Rs.8,00,000/- (Rupees eight lacs only) shall be paid by the first party to the second party at the time of recording of the statement in the petition for second motion petition. The balance sum of Rs.4,00,000/- (Rupees four lacs only) shall be paid by the first party to the second party at the time of statement in the petition for quashing of the FIR under sections 498A/406/34 IPC, which has already been registered by the Police against the first party on the complaint of the second party.”

and pursuant to directions dated 13.12.2019 in the present proceedings, I have submitted my additional affidavit dated 17.01.2020 which bears my signatures thereon at points A & B on Ex.CW3/A whereby I have categorically stated to the effect that the rights vested in the minor child in so far as maintenance and other issues are concerned have not been given up

by the respondent no.2 and vide clause 6 of the said affidavit, I state that the rights of the minor child subsist against both the parents i.e. the respondent no.2 and myself.

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
22.01.2020

ANU MALHOTRA, J