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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CRL.M.C. 2055/2019

PANDYA HETALBEN NARENDRABHAI @ HETAL... Petitioner

Through: Mr.Manoj Kumar, Advocate

versus

STATE & ANR

..... Respondents

Through: Ms.Meenakshi Dahiya, APP for State
With SI Prabhakaran, PS Dabri
Ms.Nupur Sachdeva, Adv for R-2
with R-2 in person.

CORAM:

HON'BLE MS. JUSTICE ANU MALHOTRA

ORDER

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22.01.2020

Vide the present petition, the petitioner seeks quashing of the FIR No. 158/2011 under Sections 498A/406 IPC, 1860 PS Dabri submitting to the effect that a settlement has been arrived at between the parties 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 is present and has identified the petitioner as being one of the accused arrayed in the FIR in question and has further stated that apart from the petitioner and the husband of Jyoti Sharma, i.e., Respondent No.2 there is no other person arrayed as accused as the father-in-law and the mother-in-law were put in column No.12 in the chargesheet and were not

summoned. The Investigating Officer also identified the respondent No.2 present in the Court today as being the complainant of the FIR in question.

The respondent no.2 has produced her original proof of identity, copy of which is on the record as Ex.CW2/A. The respondent no.2 in her examination on oath by the Court has affirmed having signed her affidavit in response to the petition and the mediation settlement dated 2.8.2018 arrived at the Mediation Centre, Dwarka Courts, New Delhi with the petitioner and other persons arrayed in the mediation settlement bearing her signatures on each page at points A & B on both Ex.CW-2/B and at point A on EX.CW-2/C respectively voluntarily of her own accord without any duress, pressure or coercion from any quarter.

The respondent No.2 further testified that in view of the settlement arrived between her and the petitioner and Mr.Narender Pandya and Smt. Himnita a total sum of Rs.2,00,000/- had been agreed to be paid to her by the petitioner *inter alia* of which a sum of Rs.1,00,000/- has been paid to her previously and Rs.1,00,000/- has now been handed over to her during the course of the present proceedings vide a demand draft bearing No.958098 dated 17.1.2020 drawn on State Bank of India in her favour, copy of which is Ex.CW-2/D. The respondent No.2 further submitted that in terms of the clause 3 of the Mediation Settlement EX.CW-2/C, the complete chain of documents in original have been handed over to her by Mr.Narender Pandya, her father-in-law, in relation to the second floor property bearing No. L/37-437, Vankut Flat Near Shamta High

Tension Road, Shubhan Pura, Vadodra, Gujarat, in her favour and the said property has also been gifted to her before the Sub-Registrar at Gorwa and that she has brought the original documents. The copy of the said document is EX.CW-2/E. Though it has been mentioned in the said gift deed that the property is Block No. 37, First Floor, L-37-437, in the Gift Deed Ex.CW-2/E, the respondent no. 2 explains that it is the same property described as the property at the Second floor of paragraph 3 of the mediation settlement Ex.CW2/C which reads to the effect:

“ 3. It is agreed between the parties hereto that the respondent no.2 Sh. Narender Pandya shall handover the complete chain of documents (in original) and shall execute a Sale Deed in respect of the second floor of his property bearing no. L-37/437, Vankut Flat Near Shamta High Tension Road, Shubhan Pura, Vadodra, Gujarat in favour of complainant Smt. Jyoti Sharma before the concerned Sub-Registrar within 15 days after making payment of the first installment of Rs.1,00,000/- to the complainant, as agreed above.”

The respondent No.2 further states that there are now no claims of hers left against the petitioner and in view of the settlement arrived at between her and the petitioner she does not oppose the prayer made by the petitioner seeking quashing of FIR No. 158/2011 under Sections 498A/406 IPC, 1860 PS Dabri nor does she want the petitioner to be punished in relation thereto in view of the settlement arrived at between her and the petitioner in as much as she has to look after her son. The respondent No.2 further stated that she has studied till 12th

standard and has understood the implications of making any statement and that she has made her statement voluntarily of her own accord without any duress, pressure or coercion from any quarter.

On behalf of the State, there is no opposition to the prayer made by the petitioner 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.

There appears no reason to disbelieve the statement made by the respondent no.2 that she has arrived at a settlement with the petitioner voluntarily of her own accord without any duress pressure or coercion from any quarter. In view of the statement made by the respondent no.2 and the non-opposition on behalf of the State in as much as the FIR in question has emanated from a matrimonial discord which has since been resolved keeping in view the factum that Ritesh Pandya has since expired in as much as the respondent no.2 has categorically stated that there are no claims of hers left against the petitioners, 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. 158/2011 under Sections 498A/406 IPC, 1860 PS Dabri and all consequential proceedings emanating therefrom against the petitioner are thus quashed.

The petition is disposed of.

ANU MALHOTRA, J

JANUARY 22, 2020/SV

Item No. 11

CRL.M.C. 2055/2019

PANDYA HETALBEN NARENDRA BHAI @ HETAL V. STATE &
ORS.

**CW-1 SI PRABHAKARAN PS DABRI
ON S.A.**

I identify the petitioner as being accused arrayed in FIR No. 158/2011 under Sections 498A/406 IPC, 1860 PS Dabri present in the Court today. The other accused Ritesh Pandya has since expired. The charge sheet was filed only against the sister-in-law and the husband and the other persons father-in-law and the mother-in-law were kept in column No.12 and were not summoned. I also identify the respondent No.2 present in the Court today as being the complainant of the said FIR.

ANU MALHOTRA, J.

**RO & AC
22.1.2020**

Item No. 11

CRL.M.C. 2055/2019

PANDYA HETALBEN NARENDRA BHAI @ HETAL V. STATE & ORS

**CW-2 JYOTI SHARMA D/O SH. DINESH SHARMA R/O H. NO. G-91,
GALI NO. 12 RAJAPURI, UTTAM NAGAR, NEW DELHI.
ON S.A.**

I have brought my original proof of identity i.e. Aadhar Card. The photocopy of the same is EX.CW-2/A.

My affidavit in response to the petitioner and the mediation settlement dated 2.8.2018 arrived at the Mediation Centre, Dwarka Courts, New Delhi with the petitioner and other persons arrayed in the mediation settlement bears my signatures on each page at points A & B on both Ex.CW-2/B and EX.CW-2/C respectively. I have signed these documents voluntarily of my own accord without any duress, pressure or coercion from any quarter. In view of the settlement arrived between me and the petitioner and Mr.Narender Pandya and Smt. Himnita a total sum of Rs.2,00,000/- had been agreed to be paid to me by the petitioner *inter alia* of which a sum of Rs.1,00,000/- has been paid to me previously and Rs.1,00,000/- has now been handed over to me vide a demand draft bearing No.958098 dated 17.1.2020 drawn on State Bank of India, copy of which is Ex.CW-2/D.

In terms of the clause 3 of the Mediation Settlement EX.CW-2/C, the complete chain of document in original have been handed over by Mr.Narender Pandya, my father-in-law, in relation to the second floor property bearing No. L/37-437, Vankut Flat Near Shamta High Tension Road, Shubhan Pura, Vadodra, Gujarat, have been handed over to me and the said property has also been gifted to me before the Sub-Registrar at Gorwa. I have brought the original documents. The copy of the same is

EX.CW-2/E. . Though it has been mentioned in the said gift deed property is Block No. 37, First Floor, L-37-437, in the Gift Deed Ex.CW-2/E, it is the same property described as the property at the Second floor of paragraph 3 of the mediation settlement Ex.CW2/C. There are now no claims of mine left against the petitioner. In view of the settlement arrived at between me and the petitioner I do not oppose the prayer made by the petitioner seeking quashing of FIR No. 158/2011 under Sections 498A/406 IPC, 1860 PS Dabri nor do I want the petitioner to be punished in relation thereto in view of the settlement arrived at between me and the petitioner in as much as I have to lookafter my son.

I have studied till 12th standard and have understood the implications of making any statement. I have made my statement voluntarily of my own accord without any duress, pressure or coercion from any quarter.

ANU MALHOTRA, J.

RO & AC
22.1.2020