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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CrI.M.C. No. . 2153/2019**

PAWAN KUMAR & ORS Petitioners
Through: **Mr. Sangam Singh Kochar, Advocate**

versus

STATE & ANR Respondents
Through: **Mr.Kewal Singh Ahuja, APP for State**
With SI R.P.Singh PS Punjabi Bagh
Mr.Rudra Pratap and Mr. Naveen
Kumar, Advocates for R-2

CORAM:

HON'BLE MS. JUSTICE ANU MALHOTRA

ORDER

% 28.01.2020

Vide the present petition, the petitioners seek quashing of the FIR No.122/2011 PS Punjabi Bagh registered under Sections 498-A/406/34 of the Indian Penal Code, 1860 submitting to the effect that a settlement has been arrived at between the parties during the course of proceedings in HMA No. 458/19 before the Court of the Principal Judge, North District, Rohini Courts pursuant to which all claims and disputes between the parties have been amicably resolved and that the marriage between the petitioner No.1 and the respondent No.2 has since been dissolved vide a decree of divorce through mutual consent. It has thus been submitted on behalf of the petitioners that no useful purpose would be served by the continuation of the proceedings in relation to the FIR in question.

On behalf of the SHO PS Punjabi Bagh, SI R.P.Singh has been

deputed and has identified the petitioners as being the accused arrayed in the FIR in question present in the Court today and has also identified the respondent No.2, present in the Court today as being the complainant of the FIR in question.

The respondent No.2 on being examined on oath by the Court has brought her original proof of identity i.e. Aadhar Card. The photocopy of the same is EX.CW-2/A and has affirmed having signed her affidavit in support of the petition Ex.CW-2/B, the affidavit submitted in response to the petition dated 17.8.2019 Ex.CW-2/C and the joint statement made by her with the petitioner No.1 during the course of the proceedings in HMA No. 458/19 before the Court of the Principal Judge, North District, Rohini Courts dated 13.3.2019 EX.CW-2/D voluntarily of her own accord without any duress, pressure or coercion from any quarter. The respondent No.2 further testified to the effect that in terms of the settlement arrived at between her and the petitioner No.1 dated 13.3.2019 the marriage between her and the petitioner No.1 has since been dissolved vide a decree of divorce through mutual consent under Section 13-B(2) of the Hindu Marriage Act, 1955 dated 13.3.2019 in HMA No. 458/19 of the Court of the Principal Judge, Family Courts, North District, Rohini Courts, certified copy of the decree of divorce is EX.CW-2/E. She further submitted that in view of the settlement arrived at between her and the petitioner No.1 a total sum of Rs.10,00,000/- had been agreed to be paid to her by the petitioner No.1 towards all her claims out of which a sum of Rs.7,00,000/- had been received by her previously during the course of the proceedings under Section 13B(1) and 13 B (2) of the

HMA and a sum of Rs.46,000/- had also been received by her towards her maintenance from the petitioner No.1 and further the balance sum of Rs.3,00,000/- has been handed over to her by the petitioner No.1 today in Court during the present proceedings vide a Bankers Cheque bearing No. 001396 dated 27.1.2020 drawn on HDFC Bank in her favour. The photocopy of the same as submitted by the respondent is taken on record. The respondent No.2 further deposed that that the two sons born of the wedlock between her and the petitioner No.1 are in the custody of the petitioner No.1 and in terms of the settlement arrived at between her and the petitioner No.1 as recorded in EX.CW-2/B, she is availing of the visitation rights qua the said two minor children. She further testified to the effect that in view of the settlement arrived at between her and the petitioners there are now no claims of hers left against the petitioners and thus she does not oppose the prayer made by the petitioners no. 1 to 4, *namely*, Pawan Kumar, Phool Kumar, Maya Devi and Devender @ Vikas seeking quashing of the FIR No.122/2011 PS Punjabi Bagh, registered under Section 498A/406/34 IPC, of the Indian Penal Code, 1860 nor does she want the petitioners to be punished in relation thereto in view of the settlement arrived at between her and the petitioners. She further submitted that she has studied till 10th standard and working as an Anganwadi worker and has understood the implications of the statement made by her 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 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.

There appears no reason to disbelieve the statement made by the respondent no.2 that she has arrived at a settlement with the petitioner no.1 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 vide dissolution of the marriage between the respondent no.2 and the petitioner no. 1 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.122/2011 PS Punjabi Bagh registered under Sections 498-A/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 28, 2020

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PAWAN KUMAR & ORS V. STATE & ORS.

**CW-1 SI R.P. SINGH PS PUNJABI BAGH
ON S.A.**

I have been deputed by the SHO PS Punjabi Bagh to put in appearance on behalf of the Investigating Officer of the case.

I identify the petitioners No. 1 to 4, namely, Pawan Kumar, Phool Kumar, Maya Devi and Devender @ Vikas as being the accused arrayed in FIR No.122/2011 PS Punjabi Bagh registered under Sections 498-A/406/34 of the Indian Penal Code, 1860 present in the Court today. 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
28.1.2020**

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PAWAN KUMAR & ORS V. STATE & ORS.

**CW-2 REKHA RANI D/O LATE SH. MUNSHI RAM R/O 87-A,
POCKET-2, PASCHIM PURI, 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 support of the petition bears my signatures at point A & B on Ex.CW-2/B. The affidavit submitted in response to the petitioner dated 17.8.2019 bears my signatures at points A & B on Ex.CW-2/C. The joint statement made by me with the petitioner No.1 during the course of the proceedings in HMA No. 458/19 before the Court of the Principal Judge, North District, Rohini Courts dated 13.3.2019 bears my signatures thereon on each page as visible at point A. The certified copy of the settlement dated 13.3.2019 is EX.CW-2/D. I have signed these documents voluntarily of my own accord without any duress, pressure or coercion from any quarter. In terms of the settlement arrived at between me and the petitioner No.1 dated 13.3.2019 the marriage between me and the petitioner No.1 has since been dissolved vide a decree of divorce through mutual consent under Section 13-B(2) of the Hindu Marriage Act, 1955 dated 13.3.2019 in HMA No. 458/19 of the Court of the Principal Judge, Family Courts, North District, Rohini Courts. The copy of the decree of divorce is EX.CW-2/E. Further in view of the settlement arrived at between me and the petitioner No.1 a total sum of Rs.10,00,000/- had been agreed to be paid to me by the petitioner No.1 towards my all claims out of which a sum of Rs.7,00,000/- had been received by me previously during the course of the proceedings under

Section 13B(1) and 13 B (2) of the HMA and a sum of Rs.46,000/- had also been received by me towards my maintenance from the petitioner No.1 and further the balance sum of Rs.3,00,000/- has been handed over to me by the petitioner No.1 today vide a Bankers Cheque bearing No. 001396 dated 27.1.2020 drawn on HDFC Bank in my favour. The photocopy of the same be placed on record by the witness. There are now no claims of mine left against the petitioners. The two sons born of the wedlock between me and the petitioner No.1 are in the custody of the petitioner No.1 and in terms of the settlement arrived at between me and the petitioner No.1 as recorded in EX.CW-2/B, I am availing of the visitation rights qua the said two minor children. In view of the settlement arrived at between me and the petitioners, I do not oppose the prayer made by the petitioners no. 1 to 4, *namely*, Pawan Kumar, Phool Kumar, Maya Devi and Devender @ Vikas seeking quashing of the FIR No.122/2011 PS Punjabi Bagh, registered under Section 498A/406/34 IPC, of the Indian Penal Code, 1860 nor do I want the petitioners to be punished in relation thereto in view of the settlement arrived at between me and the petitioners.

I have studied till 10th standard and working as an Anganwadi worker and have understood the implication of the statement made by me. I have made my statement voluntarily of my own accord without any duress, pressure or coercion from any quarter.

ANU MALHOTRA, J.

**RO & AC
28.1.2020**