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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CRL.M.C. 2174/2019 & Crl.M.A. No. 8689/2019**

SH. RAM KISHAN

..... Petitioner

Through Mr. Pradeep Yadav, Adv.

versus

STATE & ANR

..... Respondents

Through Ms. Meenakshi Dahiya, APP for State
W/ASI Saroj PS Chhawla
Mr. Nishant Sharma, Adv. for R-2 with
R-2 in person

CORAM:

HON'BLE MS. JUSTICE ANU MALHOTRA

ORDER

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31.01.2020

Vide the present petition, the petitioner seeks quashing of the FIR No.5/2018 under Sections 498A/406/34 Indian Penal Code, 1860, PS Chhawala of the Indian Penal Code, 1860 submitting to the effect that a settlement has been arrived at between the petitioner and the respondent no.2 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 present in the Court today 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 affidavit of the respondent no.2 Ex.CW2/B is annexed to the petition in response to the petition whereby it has been submitted by the respondent No.2 that in view of the the settlement having been arrived at between her and the petitioner, she does not oppose the prayer made by the petitioner seeking quashing of the FIR No.5/2018 under Sections 498A/406/34 Indian Penal Code, 1860, PS Chhawala. The respondent no.2 has produced her original Aadhar Card, 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 support of the averments made in the petition Ex.CW2/B. The settlement dated 6.12.2018 arrived at in Crl.Appeal No.139/18 before the Mediation Centre, Dwarka Courts bears the signatures of the respondent No.2 on each page thereon as visible on Ex.CW2/C. She states that she has signed these documents voluntarily of her own accord without any duress, coercion or pressure from any quarter.

The marriage between her and the petitioner has since been dissolved by a decree of divorce through mutual consent dated 01.04.2019 in HMA No. 830/19 of the Court of Judge, Family Courts, Dwarka, New Delhi. In terms of the settlement between respondent No.2 and the petitioner, a total sum of Rs.15.00 lakhs had been agreed to be paid to her by the petitioner out of which Rs.10.00 lakhs had already been received by her previously and the balance sum of Rs.5.00 lakhs has been handed over to her by the petitioner in the form of a demand draft No.011510 dated 30.1.2020 drawn on Axis Bank Ltd. in her name, copy of which is Ex.CW2/D and that there

are no claims of hers left against the petitioner now.

She stated that she has signed these documents voluntarily of her own accord without any duress, coercion or pressure from any quarter. She has further stated that in view of the settlement between her and the petitioners, she has no opposition to the prayer made by the petitioners seeking quashing of the FIR No.5/2018 under Sections 498A/406/34 Indian Penal Code, 1860, PS Chhawala nor does she wants the petitioner to be punished in relation thereto. She states that she has studied till Xth Class and is a house wife and that she has made her statement after understanding its implications.

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.

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 and after understanding the implications thereof. In as much as the FIR has emanated from a matrimonial discord which has since been resolved by the reconciliation between the petitioner no.1 and the respondent no.2, 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.5/2018 under Sections 498A/406/34 Indian Penal Code, 1860, PS Chhawala and all consequential proceedings emanating therefrom against the petitioner are quashed.

The petition and the application are disposed of.

ANU MALHOTRA, J

JANUARY 31, 2020

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IN THE HIGH COURT OF DELHI: NEW DELHI

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CRL.M.C.2174/2019

RAM KISHAN . VS. THE STATE OF NCT OF DELHI

31.01.2020

CW-1 W/SI Saroj, PS Chhawala, Delhi

ON S.A.

I identify the petitioner Ram Kishan present today in Court as being the accused arrayed in the FIR No.5/2018 under Sections 498A/406/34 Indian Penal Code, 1860, PS Chhawala and I also identify the respondent no.2 Smt. Sunita Devi as being the complainant of the said FIR.

RO & AC
31.01.2020

ANU MALHOTRA, J

IN THE HIGH COURT OF DELHI: NEW DELHI

23

CRL.M.C.2174/2019

RAM KISHAN . VS. THE STATE OF NCT OF DELHI

31.01.2020

CW-2 Smt. Sunita d/o Shri Rajender Singh Balayn, r/o House No.455, Gali No.5, D-Block, Prem Nagar, 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 annexed to the petition bears my signatures thereon at points A & B thereon on Ex.CW2/B. The settlement dated 6.12.2018 arrived at in Crl.Appeal No.139/18 before the Mediation Centre, Dwarka Courts bears my signatures on each page thereon as visible on Ex.CW2/C. I have signed these documents voluntarily of my own accord without any duress, coercion or pressure from any quarter.

The marriage between me and the petitioner has since been dissolved by a decree of divorce through mutual consent dated 01.04.2019 in HMA No. 830/19 of the Court of Judge, Family Courts, Dwarka, New Delhi. In terms of the settlement between me and the petitioner, a total sum of Rs.15.00 lakhs had been agreed to be paid to me by the petitioner out of which Rs.10.00 lakhs have been received by me previously and the balance sum of Rs.5.00 lakhs has been handed over to me by the petitioner in the form of a demand draft No.011510 dated 30.1.2020 drawn on Axis Bank Ltd. in my name, copy of which is Ex.CW2/D and that there are no claims of mine left against the petitioner now.

In view of the settlement between me and the petitioner, I have no opposition to the prayer made by the petitioners seeking quashing of the FIR No.5/2018 under Sections 498A/406/34 Indian Penal Code, 1860, PS Chhawala nor do I want the petitioner to be punished in relation thereto. I am a house wife and have studied till standard Xth.

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
31.01.2020

ANU MALHOTRA, J