

\$~29

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

+ **CRL.M.C. 3962/2019**

BHUPESH KUMAR & ORS.

..... Petitioners

Through: Ms.Rachna Jaiswal and Mr.Shashi
Kaushik, Advocates

versus

STATE & ANR.

..... Respondents

Through: Ms.Meenakshi Dahiya, APP for State
With ASI Vijay Pal Singh, PS Begum
Pur
Mr. Raj Kumar, Advocate (Proxy) for
Respondent No.2 with R-2 in person.

CORAM:

HON'BLE MS. JUSTICE ANU MALHOTRA

ORDER

%

18.02.2020

Vide the present petition, the petitioners seek quashing of the FIR No. 998/2014, PS Begumpur registered under Sections 498A/406/34 of the Indian Penal Code, 1860 and Section 4 of the Dowry Prohibition Act submitting to the effect that a settlement has been arrived at between the parties and all claims and disputes between the parties have been amicably resolved and that the marriage between the petitioner 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.

The Investigating Officer has identified the petitioners No.1 to 4, namely, Bhupesh Kumar, Smt. Kamlesh Devi, Sanjay Kumar and Smt. Jyoti, present in the Court today as being the accused arrayed in FIR in question and has also identified the respondent No.2 present in the Court today as being the complainant of the said FIR.

The respondent No.2 in her examination on oath has affirmed the factum of the settlement arrived at between her and the petitioners and in terms of the settlement EX. CW-2/C, 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 23.7.2018 in HMA No. 1318/18 of the Court of the Judge, Family Courts, North-West, Rohini Courts, the attested copy of the decree of divorce is EX.CW-2/D. She further deposed that in view of the settlement arrived at between her and the petitioner No.1 a total sum of Rs.3,40,000/- had been agreed to be paid to her by the petitioner No.1 towards all her claims of which a sum of Rs.2,00,000/- has been received by her previously during the proceedings under Section 13B(1) and 13B(2) of the Hindu Marriage Act, 1955 and the balance sum of Rs.1,40,000 has been handed over to her by the petitioner No.1 today during the course of the present proceedings vide a Demand Draft bearing no. 170805 dated 20.1.2020 drawn on Bank of Baroda in her favour and that there are now no claims of hers left against the petitioners. She further deposed that in view of the settlement arrived at between her and the petitioners, she

does not oppose the prayer made by the petitioners seeking quashing of the FIR No. 998/2014, PS Begumpur registered under Sections 498A/406/34 of the Indian Penal Code, 1860 and Section 4 of the Dowry Prohibition Act nor does she want the petitioners to be punished in relation thereto and that she has studied till standard IX and has understood the implications of the statement made by her and that she has so stated 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 now 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. 998/2014, PS Begumpur registered under Sections 498A/406/34 of the Indian Penal Code, 1860 and Section 4 of the Dowry Prohibition Act and all consequential proceedings emanating therefrom against the petitioners are thus quashed.

The petition is disposed of.

ANU MALHOTRA, J

FEBRUARY 18, 2020/SV

Item No. 29

CRL.M.C. 3962/2019

BHUPESH KUMAR & ORS. V. STATE & ANR

**CW-2 MS MANJU D/O SH. RAMPAL SINGH R/O E-213, RAJEEV NAGAR EXTENSION, BEGUMPUR, DELHI. AGE 28 YEARS.
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 attested copy of the joint statement dated 3.7.2018 in HMA No. 1318/2018 bears my signatures as visible at point A on EX.CW-2/C . I have signed these documents voluntarily of my own accord without any duress, pressure or coercion from any quarter. 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 23.7.2018 in HMA No. 1318/18 of the Court of the Judge, Family Courts, North-West, Rohini Courts. The attested copy of the decree of divorce is EX.CW-2/D. Further in view of the settlement arrived at between me and the petitioner No.1 a total sum of Rs.3,40,000/- had been agreed to be paid to me by the petitioner No.1 towards my all claims of which a sum of Rs.2,00,000/- has been received by me previously during the proceedings under Section 13B(1) and 13B(2) of the Hindu Marriage Act, 1955 and the balance sum of Rs.1,40,000 has been handed over to me by the petitioner No.1 today during the course of present proceedings vide a Demand Draft bearing no. 170805 dated 20.1.2020 drawn on Bank of Baroda in my favour. There are now no claims of mine left against the petitioners. In view of the settlement arrived at between me

and the petitioner, I do not oppose the prayer made by the petitioners seeking quashing of the FIR No. 998/2014, PS Begumpur registered under Sections 498A/406/34 of the Indian Penal Code, 1860 and Section 4 of the Dowry Prohibition Act nor do I want the petitioners to be punished in relation thereto.

I have studied till standard IX and have understood the implications 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
18.2.2020

Item No. 29

CRL.M.C. 3962/2019

BHUPESH KUMAR & ORS. V. STATE & ANR.

**CW-1 ASI VIJAY PAL SINGH PS BEGUMPUR
ON S.A.**

I identify the petitioners No.1 to 4, namely, Bhupesh Kumar, Smt. Kamelsh Devi, Sanjay Kumar and Smt. Jyoti, as being the accused arrayed in FIR No. 998/2014, PS Begumpur registered under Sections 498A/406/34 of the Indian Penal Code, 1860 and Section 4 of the Dowry Prohibition Act 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
18.02.2020.**