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

+ **CRL.M.C. 6173/2019**

MAYANK KHURANA & ORS Petitioners

Through: **Mr.Hemant Kakkar, Advocate**

versus

THE STATE & ANR Respondents

Through: **Ms.Meenakshi Dahiya, APP for State
With ASI**

Mr.B.K.Koli, Advocate for R-2

CORAM:

HON'BLE MS. JUSTICE ANU MALHOTRA

ORDER

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04.03.2020

In terms of the proceedings dated 3.12.2019, the rectified petition has been filed on behalf of the petitioners mentioning the number of the FIR correctly as FIR No. 129/2018 PS Model Town, registered under Sections 498A/406/34 of the Indian Penal Code, 1860, in view thereof, the matter has been taken up further.

Vide the present petition, the petitioners seek quashing of the FIR No.129/18, PS Model Town, 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 petitioners and the respondent No.2 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 petitioners No. 1 to 4, namely, Mayank Khurana, Anju Khurana, Harminder Khurana and Vaishnavi Khurana 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.

On being examined on oath by the Court, the respondent No.2 has produced her original proof of identity i.e. Election Commission Identity Card, photocopy of which is EX.CW-2/A.(OSR) and has affirmed having signed her affidavit in support of the rectified petition Ex.CW-2/B and the settlement document arrived at between her and the petitioners at the Delhi Mediation Centre, Tis Hazari Courts on 16.7.2018 on EX.CW-2/C voluntarily of her own accord without any duress, pressure or coercion from any quarter. Respondent No.2 further submitted that in terms of the settlement arrived at between her and the petitioner No.1 the marriage between herself 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 24.4.2019 in HMA No. 639/19 of the Court of the Judge, Family Courts (Central), Tis Hazari Courts, the certified copy of which is EX.CW-2/D. She further submitted that in view of the settlement arrived at between her and the petitioner No.1 a total sum of Rs.6,00,000/- had been agreed to be paid to her by the petitioner No.1 towards her all claims of which a sum of Rs.4,00,000/- has been received by her previously and the balance sum of Rs.2,00,000 has been handed over to her by the petitioner No.1 today during the course of present proceedings vide a Demand Draft bearing no. 179184 dated 3.3.2020 drawn on RBL Bank

in her favour, copy of which is EXCW-2/E. She further stated that in terms of the settlement agreement dated 16.7.2018 as per Clause 8 thereof which reads to the effect:

“8. That the minor child namely Mysha shall continue to remain under the the care and custody of Petitioner/ husband Mr, Mayank Khurana, The respondent/ wife shall have visitation rights to the minor daughter twice in a month on Second & Fourth Sunday at Gurudwara Nahak Pyau or other2 mutually agreed place between the parties.”,

thus she has visitation rights qua the minor daughter born of the wedlock between the petitioner No.1 and the respondent No.2, who is in the custody of the petitioners. Respondent No.2 further submitted that there are now no claims of hers left against the petitioners and 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.129/18, PS Model Town, registered under Sections 498A/406/34 of the Indian Penal Code, 1860 nor does she want the petitioners to be punished in relation thereto. She further submitted that she is a graduate and has understood the implications of the statement made by her and that she 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.129/18, PS Model Town, registered under Sections 498A/406/34 of the Indian Penal Code, 1860 and all consequential proceedings emanating therefrom against the petitioners are quashed.

The petitioners No.1 to 4 shall remain bound by the terms of Clause 8 of the settlement document EX.CW-2/C dated 16.7.2018.

The petition is disposed of.

ANU MALHOTRA, J

MARCH 04, 2020/SV

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MAYANK KHURANA & ORS V. THE STATE & ANR.

**CW-1 ASI OM PAL PS MODEL TOWN
ON S.A.**

I identify the petitioners No. 1to 4, namely, Mayank Khurana, Anju Khurana, Harminder Khurana and Vaishnavi Khurana as being the accused arrayed in FIR No.129/18, PS Model Town, registered under Sections 498A/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
04.03.2020**

Item No. 28

CRL.M.C. 6173/2019

MAYANK KHURANA & ORS V. THE STATE & ANR.

**CW-2 MS.MEENAKSHI D/O SH. NARENDER DHAWAN R/O A-85,
RAJPURA, GURMANDI DELHI-110007, AGE 33.
ON S.A.**

I have brought my original proof of identity i.e. Election Commission Identity Card. The photocopy of the same is EX.CW-2/A.(OSR)

My affidavit in support of the rectified petition bears my signatures at points A & B on Ex.CW-2/B. A settlement has been arrived at between me and the petitioner at the Delhi Mediation Centre, Tis Hazari Courts on 16.7.2018 which bears my signatures thereon 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. In terms of the settlement arrived at between me the 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 13-B(2) of the Hindu Marriage Act, 1955 dated 24.4.2019 in HMA No. 639/19 of the Court of the Judge, Family Courts (Central), Tis Hazari Courts. The certified 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.6,00,000/- had been agreed to be paid to me by the petitioner No.1 towards my all claims of which a sum of Rs.4,00,000/- has been received by me previously and the balance sum of Rs.2,00,000 has been handed over to me by the petitioner No.1 today during the course of present proceedings vide a Demand Draft bearing no. 179184 dated 3.3.2020 drawn on RBL Bank in my favour. The copy of the same is EXCW-2/E. In terms of the settlement agreement dated

16.7.2018 as per Clause 8 thereof I have visitation rights qua the minor daughter in the custody of the petitioners. There are now no claims of mine left against the petitioners. In view of the settlement arrived at between me and the petitioners, I do not oppose the prayer made by the petitioners seeking quashing of the FIR No.129/18, PS Model Town, registered under Sections 498A/406/34 of the Indian Penal Code, 1860 nor do I want the petitioners to be punished in relation thereto.

I am a graduate and I 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
4.3.2020