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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 56/2020**
AMAR KUMAR AGGARWAL & ANR. Petitioners
Through: Ms. Tripat Kaur Chawla, Adv.

versus

STATE & ANR Respondents
Through: Mr. Kewal Singh Ahuja, APP for
State with SI Sanjeev, PS Vasant
Kunj (North).
Mr. Rudra Pratap, Adv. for R-2 with
R-2 in person.

CORAM:
HON'BLE MS. JUSTICE ANU MALHOTRA

ORDER
% **06.02.2020**

Learned counsel for the respondent no.2 submits that he would file his memorandum of appearance during the course of the day, the same be filed accordingly.

Vide the present petition, the petitioners seek quashing of the FIR No.654/2002, PS Vasant Kunj registered under Sections 323/341/427/507/392/34 of the Indian Penal Code, 1860 submitting to the effect that a settlement has been arrived at between the parties at the Counselling Cell during the course of proceedings in Suit No.M-09/14, Misc.46/15 vide settlement dated 10.10.2019, copy of which is on the record as Ex.CW2/C and that in terms of the said settlement, the petitioner no.1 and the respondent no.2 have further to seek the grant of a decree of divorce through mutual consent and that the same can be done only pursuant to the completion of the proceedings in the instant case in as much as, as per clause

4(d) of the settlement agreement Ex.CW2/C, the petition seeking quashing of the FIR No.654/2002, PS Vasant Kunj which apparently relates to the present FIR was to be sought within 25 days of the first motion petition under Section 13B(1) of the HMA. In the circumstances, the petition has been taken up for consideration despite the factum that the marriage between the petitioner no.1 and the respondent no.2 is yet to be dissolved.

The Investigating Officer of the case has identified the petitioners present today in Court 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 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 Ex.CW2/B and the settlement Ex.CW2/C voluntarily of her own accord without any duress, coercion or pressure from any quarter.

She has further stated that in terms of the settlement between her and the petitioner no.1, a total sum of Rs.40 lakhs has been agreed to be paid to her by the petitioner no.1, of which, a sum of Rs.10 lakhs has since been received by her previously and the sum of Rs.10 lakhs has now been handed over to her by the petitioner no.1 vide a demand draft bearing no.072433 dated 08.01.2020 drawn on the Yes Bank Ltd. in her name, copy of which is on the record as Ex.CW2/D and that the balance sum of Rs.20 lakhs is to be paid to her by the petitioner no.1 in terms of the settlement Ex.CW2/C in the form of a sum of Rs.10 lakhs at the time of quashing of the FIR No.76/2003, PS Vasant Vihar under Sections 498A/406/506/34 of the Indian Penal Code,

1860 and further a sum of Rs.10 lakhs is to be paid to her by the petitioner no.1 at the time of recording of the statement under Section 13B(2) of the HMA.

She has further stated that in view of the settlement between her and the petitioners, she does not oppose the prayer made by the petitioners seeking quashing of the FIR No.654/2002, PS Vasant Kunj registered under Sections 323/341/427/507/392/34 of the Indian Penal Code, 1860 nor does she want the petitioners to be punished in relation thereto.

On behalf of the State, it is submitted that in as much as the present FIR has emanated from a matrimonial discord which has since been dissolved through Counselling Cell settlement dated 10.10.2019 Ex.CW2/C on the record, there is no opposition to the prayer made by the petitioners seeking the quashing of the FIR in question.

In as much as vide clause 7 of the said agreement Ex.CW2/C, which reads to the effect:

“7. It is agreed between the parties that that the above settlement is with respect to all claims of wife past, present, future, alimony, stridhan, maintenance, executions, articles, property etc and neither she nor her relatives shall claim anything from husband or from his family members in future for herself or on behalf of child/children.”

It is testified to the effect that the respondent no.2 would not make any claims from the petitioner no.1 or his family members in future for herself or for her children. In reply to a specific Court query it is submitted by the respondent no.2 that there are no children born of the wedlock between her and the petitioner no.1 nor has the child of the respondent no.2 from her previous wedlock been legally adopted by the petitioner no.1.

In the circumstances, there is no impediment to the prayer made by the petitioners seeking quashing of the FIR in question and thus the FIR No.654/2002, PS Vasant Kunj registered under Sections 323/341/427/507/392/34 of the Indian Penal Code, 1860 and all consequential proceedings emanating therefrom against petitioners for maintenance of peace and harmony between them and for the well being of the respondent no.2, is thus quashed.

The petition is disposed of.

ANU MALHOTRA, J

FEBRUARY 06, 2020

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IN THE HIGH COURT OF DELHI: NEW DELHI

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CRL.M.C. 56/2020

AMAR KUMAR AGGARWAL & ANR. Vs. STATE & ANR

06.02.2020

CW-1 SI Sanjeev, PS Vasant Kunj (North).

ON S.A.

I identify the petitioner no.1 Mr. Amar Kumar Aggarwal and petitioner no.2 Mr. Manohar Lal as being the two accused arrayed in the FIR No.654/2002, PS Vasant Kunj registered under Sections 323/341/427/507/392/34 of the Indian Penal Code, 1860 and I also identify the respondent no.2 Ms. Meghna as being the complainant thereof.

RO & AC
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ANU MALHOTRA, J

IN THE HIGH COURT OF DELHI: NEW DELHI

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CRL.M.C. 56/2020

AMAR KUMAR AGGARWAL & ANR. Vs. STATE & ANR

06.02.2020

CW-2 Ms. Meghna Bhuyan, w/o Mr. Amar Kumar Aggarwal, d/o late Mr. Narinder Nath, aged 57 years, r/o B-2/2322, Vasant Kunj, New 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 in support of the petition bears my signatures thereon at points A & B thereon on Ex.CW2/B. The settlement arrived at between me and the petitioner no.1 at the Counselling Cell, Family Court, PHC, New Delhi during the course of proceedings in Suit No.M-09/14, Misc.46/15 bears my signatures thereon on each page thereof as visible at point A on Ex.CW2/C. I have signed all these documents voluntarily of my own accord without any duress, coercion or pressure from any quarter.

In terms of the settlement between me and the petitioner no.1, a total sum of Rs.40 lakhs has been agreed to be paid to me by the petitioner no.1, of which, a sum of Rs.10 lakhs has since been received by me previously and the sum of Rs.10 lakhs has now been handed over to me by the petitioner no.1 vide a demand draft bearing no.072433 dated 08.01.2020 drawn on the Yes Bank Ltd. in my name, copy of which is on the record as Ex.CW2/D and the balance sum of Rs.20 lakhs is to be paid to me by the petitioner no.1 in terms of the settlement Ex.CW2/C in the form of a sum of

Rs.10 lakhs at the time of quashing of the FIR No.76/2003, PS Vasant Vihar under Sections 498A/406/506/34 of the Indian Penal Code, 1860 and further a sum of Rs.10 lakhs is to be paid to me by the petitioner no.1 at the time of grant of decree of divorce through mutual consent.

There is no child born of the wedlock between me and the petitioner no.1. I have a daughter from my previous wedlock who has not been legally adopted by the petitioner no.1.

In terms of the settlement between me and the petitioners, I have no opposition to the prayer made by the petitioners seeking quashing of the FIR No.654/2002, PS Vasant Kunj registered under Sections 323/341/427/507/392/34 of the Indian Penal Code, 1860 nor do I want the petitioners to be punished in relation thereto.

I am a graduate.

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
06.02.2020

ANU MALHOTRA, J