

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
WRIT PETITION NO. 4386 OF 2021**

Ravindranath Aglooprasad Yadav and ors.Petitioners

Versus

The State of Maharashtra and anr.Respondents

Ms. Ruchi B. Pawar, advocate for the petitioners.

Mr. J. P. Yagnik, APP for the State.

Mr. Ravish Mishra, advocate for respondent No.2.

**CORAM : PRASANNA B. VARALE &
SURENDRA P. TAVADE, JJ.**

DATE : 18th FEBRUARY, 2022.

P.C. :

1. Heard learned counsel and learned APP appearing for the respective parties.

2 Learned counsel for the petitioners submitted that the petitioners have approached this Court seeking quashment of the FIR-I-50 of 2017 registered with Badlapur Police Station on 19th May, 2017, at the instance of respondent No.2, for commission of offences punishable under Sections 498A, 406, 323, 504 read with Section 34 of the Indian Penal Code, 1860 as well as R.C.C.No.1597 of 2017 pending before Learned Joint Civil Judge, J.D. and JMFC Ulhasnagar.

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3. Petitioner No.1 is engaged in a private employment, whereas petitioner Nos.2, 3 and 4 are the matrimonial relatives of respondent No.2. Petitioner Nos.2 and 3 are the parents of petitioner No.1 and petitioner No.4 is the sister of petitioner No.1. Marriage between petitioner No.1 and respondent No.2 was solemnized on 21st January, 2016 at Gorakhpur in the State of Uttar Pradesh. Perusal of the FIR shows that respondent No.2 was subjected to ill-treatment subsequent to the marriage on account of non-compliance of demand of money. It may not be necessary for us to refer to other allegations in the report and suffice to say that as respondent No.2 was subjected to continuous abuses and ill-treatment, she had approached the police station. The discord between the parties lead to filing of case at the instance of respondent No.2 in Ulhasnagar Court being Complaint No.17/DV/2017. As the petitioner No.1 and respondent No.2 were of the opinion that it will not be possible for them to further lead their matrimonial life by living together, they decided to part their ways. A petition was filed for grant of divorce by mutual consent. The terms of the settlement arrived at between the parties are placed on record at Exhibit "B", page 25 of the petition.

4. Respondent No.2 is personally present before this Court. On query being put to her, she stated that she has agreed to the terms of settlement on her own free will without there being any force or coercion.

The material terms agreed between the parties are reproduced hereinbelow :

“2. The Petitioner No. 1 has agreed to pay the amount of Rs. 4,00,000/- (Rupees Four Lakhs Only) as a part of final settlement / permanent alimony to Petitioner No. 2 which will be paid by mode of 2 installment through Demand Draft (DD).

3. The Petitioner No. 1 has agreed to handover through Demand Draft (DD) the amount of Rs. 2, 00,000 (Rupees Two Lakhs Only) to Petitioner No. 2, on the date of verification and counseling before this Hon'ble Court.

...

5. Petitioner No.2 agrees and declares that she will not make any claims of whatsoever nature against Petitioner No. 1 regarding Alimony/ Maintenance in past, present, and future even under changed circumstances.

6. The Petitioner No. 1 shall deposit the remaining amount of Rs. 2,00,000 (Rupees Two Lakhs Only) in the Family Court, vide Demand Draft (DD) drawn in favour of Honourable Principal Judge, Family Court, at Bandra during pendency of this Divorce petition. Petitioner No.2 is entitled to withdraw the sum with interest accrued thereon from the said account after passing of the decree of dissolution of the marriage.

....

9. It is agreed between the parties that both parties shall not have any right, title interest, claim or say in or over any movable or immovable properties of each other,

10. The parties declare that the parties have no claim of whatsoever nature against each other, except the claim in terms of these Consent Terms.”

In clause 11 of the consent terms, the parties have agreed to lead their lives independently and they will not interfere in each others life in any manner whatsoever.

5. Respondent No.2 has also filed an affidavit on 20th January, 2022, wherein it is stated that out of the amount of Rs.4,00,000/- as permanent alimony, the amount of Rs.2,00,000/- is paid to respondent No.2 by way of Demand Draft No.003876 dated 9th September, 2021 drawn on ICICI Bank and petitioner No.1 has deposited balance amount of Rs.2,00,000/- in the Family Court vide Demand Draft No.003877 drawn on ICICI Bank and respondent No.2 is entitled to withdraw the said amount with interest drawn thereon on passing of decree and dissolution of marriage.

6. In view of the above and particularly in view of the fact that the parties have decided to part their ways and since matrimonial ties

between the parties no more subsist, in our opinion, continuity of the proceedings against the petitioners would be futile exercise. It can, thus, be seen that the matter has been amicably settled between the parties. Perusal of the complaint, makes it clear that the allegations are totally personal in nature. In these circumstances and especially in view of the law laid down by the Apex Court in the case of **B.S.Joshi versus State of Haryana AIR 2003 SC 1386**, we are of the view no purpose would be served by keeping the FIR and criminal proceedings pending except burdening the Criminal Courts which are already overburdened. In that view of the matter and in the interest of justice, the FIR and the proceedings arising out of the said FIR are required to be quashed and set-aside. Accordingly, FIR-I-50 of 2017 registered with Badlapur Police Station against the petitioners, at the instance of respondent No.2, for commission of offences punishable under Sections 498A, 406, 323, 504 read with Section 34 of the Indian Penal Code, 1860 as well as R.C.C.No.1597 of 2017 pending before Learned Joint Civil Judge, J.D. and JMFC Ulhasnagar are quashed and set-aside. The writ petition stands disposed of accordingly.

(SURENDRA P. TAVADE, J.)

(PRASANNA B. VARALE, J.)