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

+ **CRL.M.C. 1561/2020**

**SAMEER GUPTA & ORS.** ...Petitioners

Through: Mr. Jitin Sahni, Mr. Deepak Jain,  
Advts. with petitioners.

versus

**THE STATE & ANR.** ..... Respondents

Through: Mr. Kamal Kr. Ghei, APP for State  
with SI Mahendra Pratap, PS Adarsh  
Nagar.  
Mr. Osama Suhail, Adv. for R-2 with  
R-2 in person.

**CORAM:**

**HON'BLE MS. JUSTICE ANU MALHOTRA**

**ORDER**

% **27.07.2020**

**CRL.M.A.9865/2020 (Exemption)**

Exemption allowed, subject to just exceptions.

**CRL.M.C. 1561/2020**

In terms of the proceedings dated 10.07.2020, the affidavit of the petitioner no.1 has been filed stating to the effect that the petitioner would have no objection to the minor child Shaurya born of the wedlock between him and the respondent no.2 seeking his claims against him qua maintenance or otherwise in accordance with law without prejudice to his rights and contentions.

Vide the present petition, the petitioners seek the quashing of the FIR No.198/2013, PS Adarsh Nagar under Sections 498A/406/34 of the Indian Penal Code, 1860 submitting to the effect that a settlement has since been

arrived at between the parties at the Counselling Cell, Family Courts, North Rohini on 15.03.2019 and that pursuant thereto all claims between the parties have been settled with the sum of Rs.66 lakhs having paid by the petitioners to the respondent no.2 towards all her claims with also the minor child Shaurya born of the wedlock between the petitioner no.1 and the respondent no.2 being in the custody of the respondent no.2.

In terms of the settlement arrived at between the parties at the Counselling Cell, Family Courts, North Rohini dated 15.03.2019 vide clause 10 thereof it has been stipulated to the effect:

*“10.The above settlement is with respect to all claims of wife/child past, present and future alimony stridhan, maintenance, pending amount of maintenance, articles, property etc. And neither she nor her relatives shall claim anything from husband or his family members in future for herself or on behalf of child/child.”*

In view thereof in as much as the entire settled sum was for a sum of Rs.66 lakhs inclusive of the claims of the respondent no.2 as well as that of the minor child, the same not being in consonance with the law as laid down by the Hon'ble Supreme Court in ***Ganesh V. Sudhir Kumar Srivastava & Ors.***, Civil Appeal Nos. 4031-4032/2019 arising out of SLP(C) Nos. 32868-32869/2018, vide verdict dated 22.4.2019 and as also adhered to by the Court in ***Rakesh Jain & Ors. V. State and Anr.*** in CrI.M.C. No.2935/2019 a verdict dated 06.09.2019, the petitioner no.1 herein was directed to place on record his affidavit qua the aspect that he had no objection to the minor child Shaurya born of the wedlock between the petitioner no.1 and the respondent no.2 seeking his claims against the petitioner no.1 qua maintenance or otherwise in accordance with law. The affidavit of the petitioner no.1 to the

extent that he has no objection in relation thereto has been placed on record and the petitioner no.1 has also been examined on oath in relation to the said aspect.

In as much as a submission was made on behalf of the respondent no.2, vide order dated 10.07.2020 the petitioner no.1 was directed to place on record his affidavit that he had no objection to the minor child Shaurya born of the wedlock between him and the respondent no.2 seeking his claims against the petitioners qua maintenance or otherwise in accordance with law and the affidavit that has been filed by the petitioner no.1 was only to the extent that he has no objection to the minor child Shaurya seeking his claims against him qua maintenance or otherwise in accordance with law. The Court has thus examined the petitioner nos.2, 3 & 4 in relation thereto and they have stated that they would have no objection to the minor child Shaurya seeking his claims against them qua maintenance or otherwise in accordance with law.

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.

In the circumstances, 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 vide a decree of divorce through mutual consent under Section 13B(2) of the HMA, 1955 in HMA Petition No.1778/2019 vide a decree dated 21.12.2019 of the Court of the Judge, Family Courts, North, Rohini, Delhi 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 minor child, 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.198/2013, PS Adarsh Nagar, under Sections 498A/406/34 of the Indian Penal Code, 1860 and all consequential proceedings emanating therefrom against the petitioners are quashed.

In as much as it is now informed after the proceedings are virtually terminated that the petitioners are not in Delhi and are at Kashipur, Uttarakhand, it is essential that they sign their statements and remain bound by the statement. In view thereof, in as much as it has been submitted on behalf of the petitioners that vide a circular no.447/USDMA/792/2020 dated 17.07.2020, the petitioners would have to be compulsorily quarantined when they leave Uttarakhand, it is not possible for the petitioners to come to Delhi presently. It is sought on behalf of the petitioners that exemption from quarantine may be granted by the Court, which the Court does not consider appropriate.

In view thereof, the statements which have been recorded be e-mailed to the learned counsel for the petitioners who will ensure that the digitally signed statements of the petitioners are placed on Court record. As and when they are placed on the Court record, the order directing the quashing of the FIR would be uploaded.

The Registry shall list the matter on the placement of the digitally signed statements of the petitioners on the board of the Court.

The petition is disposed of.

**ANU MALHOTRA, J**

**JULY 27, 2020**

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

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**SAMEER GUPTA & ORS. Vs. THE STATE & ANR.**

**27.07.2020**

**CW-1 SI Mahender Pratap, PS Adarsh Nagar**

I identify the petitioner no.1 Sameer Gupta, petitioner no.2 Rohan Gupta, petitioner no.3 Rajesh Gupta and Ms. Kavita Gupta as being the accused arrayed in FIR No.198/2013, PS Adarsh Nagar, under Sections 498A/406 of the Indian Penal Code, 1860 and I identify the respondent no.2 Ms. Monika Khera as being the complainant thereof.

**RO & AC**

**27.07.2020**

**ANU MALHOTRA, J**

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**SAMEER GUPTA & ORS. Vs. THE STATE & ANR.**

**27.07.2020**

**CW-2 Mr. Sameer Gupta, s/o Sh. Rajesh Gupta, age 39 years, r/o 3A/57, Princeton Estate, DLF-Phase-V, Gurugram.**

**ON S.A.**

My unattested affidavit dated 18.07.2020 bears my signatures thereon. I state that I have no objection to the minor child Shaurya born of the wedlock between me and the respondent no.2 seeking his claims against me qua maintenance or otherwise in accordance with law despite the terms of the settlement arrived at between me and the respondent no.2 vide clause 10 thereof, which reads to the effect:

*“10.The above settlement is with respect to all claims of wife/child past, present and future alimony stridhan, maintenance, pending amount of maintenance, articles, property etc. And neither she nor her relatives shall claim anything from husband or his family members in future for herself or on behalf of child/child.”*

I have made my statement after understanding the implications thereof voluntarily of my own accord without any duress, coercion or pressure from any quarter.

This statement has been made by me without prejudice to my rights and contentions that may be raised by me in accordance with law.

**RO & AC**  
**27.07.2020**

**ANU MALHOTRA, J**

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**SAMEER GUPTA & ORS. Vs. THE STATE & ANR.**

**27.07.2020**

**CW-3 Mr. Rohan Gupta, s/o Sh. Rajesh Gupta, age 36 years, r/o 3A/57,  
Princeton Estate, DLF-Phase-V, Gurugram.**

**ON S.A.**

I state that I would have no objection to the minor child Shaurya born of the wedlock between the petitioner no.1 and the respondent no.2 seeking his claims against me qua maintenance or otherwise in accordance with law.

I have made my statement after understanding the implications thereof voluntarily of my own accord without any duress, coercion or pressure from any quarter.

This statement has been made by me without prejudice to my rights and contentions that may be raised by me in accordance with law.

**RO & AC**  
**27.07.2020**

**ANU MALHOTRA, J**

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

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**SAMEER GUPTA & ORS. Vs. THE STATE & ANR.**

**27.07.2020**

**CW-4 Mr. Rajesh Gupta, s/o late Sh. Ramesh Chand Gupta, age 66 years, r/o H.No.187, Aliganj Road, Phasiapura, Udham Singh Nagar, Uttrakhand.**

**ON S.A.**

I state that I would have no objection to the minor child Shaurya born of the wedlock between the petitioner no.1 and the respondent no.2 seeking his claims against me qua maintenance or otherwise in accordance with law.

I have made my statement after understanding the implications thereof voluntarily of my own accord without any duress, coercion or pressure from any quarter.

This statement has been made by me without prejudice to my rights and contentions that may be raised by me in accordance with law.

**RO & AC**

**27.07.2020**

**ANU MALHOTRA, J**

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**SAMEER GUPTA & ORS. Vs. THE STATE & ANR.**

**27.07.2020**

**CW-5 Mrs. Kavita Gupta, w/o Sh. Rajesh Chand Gupta, age 59 years,  
r/o H.No.187, Aliganj Road, Phasiapura, Udham Singh Nagar,  
Uttarakhand.**

**ON S.A.**

I state that I would have no objection to the minor child Shaurya born of the wedlock between the petitioner no.1 and the respondent no.2 seeking his claims against me qua maintenance or otherwise in accordance with law.

I have made my statement after understanding the implications thereof voluntarily of my own accord without any duress, coercion or pressure from any quarter.

This statement has been made by me without prejudice to my rights and contentions that may be raised by me in accordance with law.

**RO & AC  
27.07.2020**

**ANU MALHOTRA, J**

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**SAMEER GUPTA & ORS. Vs. THE STATE & ANR.**

**27.07.2020**

**CW-6 Ms. Monika Khera, d/o Sh. Inderjeet Singh, age 39 years, r/o  
H.No.30, Kewal Park, Azadpur, Delhi**

**ON S.A.**

I do not oppose the prayer made by the petitioners seeking the quashing of the FIR No.198/2013, PS Adarsh Nagar, under Sections 498A/406 of the Indian Penal Code, 1860 in as much as a settlement has been arrived at between me and the petitioner no.1 in the Family Courts, North, Rohini, Delhi vide a settlement dated 15.03.2019.

In terms of the said settlement, the marriage between me and the petitioner no.1 has since been dissolved vide a decree of divorce through mutual consent under Section 13B(2) of the HMA, 1955 in HMA Petition No.1778/2019 vide a decree dated 21.12.2019 of the Court of the Judge, Family Courts, North, Rohini, Delhi.

In terms of the settlement arrived at between me and the petitioners, a total sum of Rs.66 lakhs has been agreed to be paid to me by the petitioners and I have received the entire sum of Rs.66 lakhs from the petitioners and the minor child namely Shaurya born of the wedlock between me and the petitioner no.1 is in my custody and remains in my custody in terms of the said settlement.

I am a post-graduate and I work as HR.

I have made my statement after understanding the implications thereof voluntarily of my own accord without any duress, coercion or

pressure from any quarter.

**RO & AC**  
**27.07.2020**

**ANU MALHOTRA, J**