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

+ **CRL.A. 441/2003**

GULSHAN KUMAR & ANR.

..... Appellants

Through: Mr. Vineet Jain, Advocate alongwith
appellant no. 1 in person.
Mr. Gaurav Sharma, Standing
Counsel for DHCLSC for appellant
no. 2.

versus

STATE N.C.T. OF DELHI

..... Respondent

Through: Mr. Mukesh Kumar, APP for the
State.
SI Prashant, PS South Rohini.

CORAM:

HON'BLE MR. JUSTICE AMIT SHARMA

ORDER

12.02.2024

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1. The preset appeal under Section 374(2) of the CrPC challenged the judgment of conviction and order on sentence dated 03.06.2003 passed by Sh. Mahavir Singhal, Additional Sessions Judge, Delhi, in SC No. 110/97 arising out of FIR No. 457/96 under Sections 328/120B, 384/120B, 498A and 323 of the IPC registered at PS Rohini.
2. Appellant no. 1/Gulshan Kumar was convicted for offence under Sections 328/120B of the IPC and was sentenced to undergo rigorous imprisonment for 03 years alongwith a fine of Rs. 5,000/- and in default of payment of fine, further simple imprisonment for 06 months. Appellant no. 2/Rajesh Bawa @ Raju was convicted for offences under Section 328/120B



of the IPC and sentenced to undergo rigorous imprisonment for 03 years alongwith a fine of Rs. 5,000/- and in default of payment of fine, further simple imprisonment for 06 months; under Section 384/511 of the IPC and sentenced to undergo rigorous imprisonment for 01 year; under Section 323 of the IPC and sentenced to undergo simple imprisonment for one month.

3. Learned counsel for the appellants submits that the latter do not wish to challenge the judgment of conviction dated 03.06.2003 and pray that a lenient view be taken, inasmuch as the order on sentence is concerned and urge that they be released on period already undergone by them.

4. Attention of this Court is drawn to a compromise deed dated 31.08.2005 entered into between appellant no. 1 and his former wife, namely Smt. Rekha Kharbanda, whereby the *inter se* matrimonial dispute between them was settled. The aforesaid compromise deed also finds mention of the present FIR wherein it has been recorded that the settlement also includes the offences as alleged in the present case. In pursuance of the aforesaid compromise, the marriage between appellant no. 1 and his wife was dissolved by way of a decree of divorce by mutual consent dated 01.03.2006. Attention of this Court is drawn to orders dated 03.05.2006 and 24.05.2006 passed by a learned Single Judge of this Court in CRL.MC 2580-84/2006 and CRL.MC 3157-58/2006, respectively, whereby the other FIRs against appellant no. 1, i.e, FIR No. 28/1998 under Sections 498A/406/34 of the IPC registered at PS Gandhi Nagar and FIR No. 118/1997 under Sections 506/34, registered at PS Shakurpur, were quashed in pursuance of the aforesaid compromise deed.

5. Learned counsel for the appellant submits that the dispute was essentially matrimonial in nature, which was compromised between him and



his wife. It is further submitted that appellant no. 2 was a friend of appellant no. 1.

6. Heard learned counsel for the parties and perused the record.

7. From the aforesaid documents placed on record, it is reflected that the dispute was primarily between appellant no. 1 and his former wife, which post the judgment of conviction and order on sentence, was settled between them. The compromise deed dated 31.08.2005 also records the fact that the compromise was also with respect to the present FIR.

8. The present FIR relates to the year 1996 and the nominal roll further reflects that the appellants have been in judicial custody for 08 days. Keeping in view the fact that the dispute has been settled and a quietus has been put to all other proceedings between them, the order on sentence dated 03.06.2003 is modified to the extent that the appellants are sentenced to undergo the period already undergone by them.

9. In view of the above, the appeal is partly allowed and disposed of.

10. Pending applications, if any, also stand disposed of.

11. Order be communicated to the Jail Superintendent for necessary action and compliance.

AMIT SHARMA, J

FEBRUARY 12, 2024/nk