

Harjeev Chawla & Ors vs State (Govt Of Nct Of Delhi) & Anr on 31 July, 2024

Author: Subramonium Prasad

Bench: Subramonium Prasad

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IN THE HIGH COURT OF DELHI AT NEW DELHI
CRL.M.C. 581/2022
HARJEEV CHAWLA & ORS.

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STATE (GOVT OF NCT OF DELHI) & ANR.

Through: Mr. Shoaib Haider

SI Suraj Chauhan,

Ms. Amita Sehgal

Vats, Advocate

Respondent No.2 i

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

OR

% 31.07.2024

1. The present petition under Section 482 of the Code of Criminal Procedure (Cr.P.C.) has been filed by the Petitioners for quashing FIR No.30/2021 dated 19.01.2021, registered at Police Station Amar Colony, New Delhi for offences punishable under Sections 498A/406 IPC. The present FIR is the outcome of a matrimonial dispute between the parties.

2. The Respondent No.2 is the Complainant and the Petitioner No.1 is the husband of the Complainant.

3. The principal ground on which the present petition has been filed is that the parties have entered into a Memorandum of Understanding (MoU) This is a digitally signed order.

The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above. The Order is downloaded from the DHC Server on 05/08/2024 at 22:02:35 dated 20.07.2021. The relevant portion of the said MoU reads as under:

"NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS UNDER:

1. That the First Party would pay a total sum of INR 25,00,000/- (Rupees Twenty Five Lakhs Only) and the "Cartier" Ring that was given to the First Party at the time of Engagement Ceremony dated 27.01.2021 between the Parties ("Settlement Amount") to the Second Party. The Settlement Amount shall be paid by the First Party to the Second Party in the following manner:

a. Rs.6,00,00/- (Rupees Six Lakhs Only) shall be paid at the time of Signing of MOU by way of a DD in favour of the Second party.

b. Rs. 6.00.000/- (Rupees Six Lakhs Only) shall be paid on the date of listing of the First Motion under Section 13B (1) of Hindu Marriage Act filed by both parties mutually as per the terms of the present MOU, by way of a DD in favour of the Second Party.

c. Rs.6,00,000/- (Rupees Six Lakhs Only) shall be paid on the date of passing of the Divorce Decree by the Concerned Court in the Divorce Petition mutually filed by both parties as per the terms of the present MOU, by way of a DD in favour of the Second party.

d. The remaining Rs.7,00,00/- (Rupees Seven Lakhs Only) shall be paid to the Second Party by way of a DD in favour of the Second party, and the 'Cartier' Ring shall be handed over by the First Party to the Second Party at the time of passing of the Judgment in the Quashing Petition to be filed by the First Party and his family This is a digitally signed order.

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2. That upon the Second Party's request, the First Party has agreed to issue the abovementioned DDs in the Second Party's maiden name i.e. Ms. Prableen Kaur Pasricha.

3 The Parties hereby agree that the Settlement Amount shall include all the Stridhan, maintenance, present and future as full and final settlement, permanent alimony payable by the First Party to the Second Party.

4. That Parties hereby agree that the first motion petition for divorce by mutual consent in accordance with Section 13B of the Hindu Marriage Act, 1955 (the "First Motion") will be filed immediately after the execution of the MOU, subject to the Settlement Amount, being deposited by the First Party in accordance with the Clause (1) of the MOU. In order to facilitate the same, the parties have also agreed to appoint Lex Jurists (Advocates & Solicitors), 12/77, LGF, Vikram Vihar,

Lajpat Nagar-IV, New Delhi- 110024 as their counsel for the entire process of the Divorce Petition including the First motion and Second motion as per the statutory requirements of the Hindu Marriage Act, 1955 and Quashing Petition before the concerned courts. Further, the Parties have agreed that the litigation expenses i.e. for the entire process of Divorce being the First and the Second motion and the Quashing Petition, shall be borne equally between the First and the Second Party.

5. The Parties hereby agree that within 10 (ten) days of the orders passed by the Court in the First Motion, the Parties will proceed with the filing of the second motion petition ("Second Motion") in accordance with This is a digitally signed order.

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6. The Parties hereby agree and undertake that the Parties will cooperate with each other to ensure that the filing of the First Motion and the Second Motion will take place in accordance with time periods as prescribed under this MOU.

7. The Parties hereby agree that all and any complaints filed by either party against the other party and/or their family members shall be withdrawn, before the concerned Police Stations by appearing before the concerned authority in person and withdraw the Complaints in writing immediately after the signing of the present MOU by both parties. Both parties and/or their family members further agree not to initiate any proceedings, civil or criminal, against the other party based on any admissions made by the parties under the present MOU.

8. The Parties hereby agree not to initiate any further proceedings, Civil or or criminal, and including but not limited to Petitions U/s. 125 Cr.P.C, Complaints under the Protection of Women from Domestic Violence Act, 2005 and Complaints under the Dowry Prohibition Act, 1961, against each other arising out of the marriage solemnized between the parties on 29.01.2018 and incidents occurring before the signing of the present MOU.

9. That both parties also agree not to initiate any further proceedings, criminal or civil, with request to any of the articles mentioned in the FIR No.0030/2021 or hereinabove. All the disputes have been settled between the parties, especially of Second Party either qua Stridhan claim, maintenance, or alimony, subject to the fulfilment of terms and conditions of this MOU This is a digitally signed order.

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10. That the Second Party further undertakes that she will not raise any claim or right over the properties immovable or movable of the First party or his family members after the execution of the

present MOU.

11. The First Party and his family members shall file a Quashing Petition U/s 432 Cr.P.C before the Hon'ble High Court of Delhi for quashing of the FIR No.0030/21 U/s. 498A & 406 IPC registered at Amar Colony Police Station immediately after the Passing of Decree for Divorce between the Parties and the Second Party shall cooperate with the First Party in every manner to facilitate the filing of the petition for quashing of the FIR in question and the proceedings emanating therefrom.

12. The Parties hereby agree that this MOU is irrevocable and they will cooperate with each other in completing all the legal formalities within the time period as prescribed under this MOU and as per applicable law.

13. Notwithstanding the execution of this MOU, the Parties hereby agree that neither Party shall misquote/misrepresent/misuse any personal information or material pertaining to each other in future in any form whatsoever.

14. That pursuant to engrossing their signatures on the present MOU and fulfillment of all the terms of the present MOU, the First Party and the Second Party shall not interfere with each other's lives in any manner including personal, oral, written, electronic or telephonic contact and also will not make any allegation against each other and/or their respective family members.

15. That both the Parties have entered into this MOU This is a digitally signed order.

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16. That both the parties shall be bound by the terms and conditions of the present MOU and the same is binding on both the Parties on and from the date of the execution of this MOU. and none of them will challenge the same before any court or forum. The present MOU is being executed out of the free will, consent and desire of both the parties."

4. Under the aforesaid settlement entered into between the parties, a sum of Rs.25,00,000/- and a "Cartier" Ring were to be given by the Petitioners to the Respondent No.2/complainant. As per the settlement, out of the total sum of Rs.25,00,000/-, the last instalment of Rs.7,00,000/- vide a Demand Draft bearing No.002304 drawn on HDFC Bank dated 26.07.2024 and the "Cartier" Ring has been paid to the Respondent No.2/complainant in Court today.

5. At this juncture, it is stated by the learned Counsel for Respondent No.2/complainant that the Respondent No.2/complainant does not want to settle the dispute because there are certain photographs of her with the This is a digitally signed order.

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6. A perusal of the MoU entered into between the parties does not mention about the presence of any photographs of the Respondent No.2/complainant. The MoU is restricted itself only to the items mentioned in the MoU. The MoU indicates that the settlement has been arrived at between the parties for quashing of the present FIR No.30/2021. In view of the fact that the agreed sum of Rs.25,00,000/- and the "Cartier" Ring has been given to the Respondent No.2/complainant, the present FIR No.30/2021 has to be quashed.

7. It is stated in the petition that in terms of the settlement, the parties had filed a petition for divorce by mutual consent before the Ld. Principal Judge, Family Court, Saket Courts, Delhi and by a Judgment and Decree dated 20.12.2021, the marriage between the complainant/Respondent No.2 and the Petitioner No.1/husband stands dissolved.

8. Today, the parties are present in Court today. The Petitioners have been identified by their Counsel and the Investigating Officer. The Respondent No.2/complainant has been identified by her Counsel and the Investigating Officer.

9. In view of the fact that the amount mentioned in the MoU and the "Cartier" Ring has been given to the Respondent No.2/complainant, the Respondent No.2/complainant cannot be permitted to wriggle out of the settlement.

10. The Apex Court in Ruchi Agarwal v. Amit Kumar Agrawal, (2005) 3 SCC 299 has held as under:

"8. Learned counsel appearing for the appellant, however, contended that though the appellant had signed the compromise deed with the abovementioned This is a digitally signed order.

The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above. The Order is downloaded from the DHC Server on 05/08/2024 at 22:02:35 terms in it, the same was obtained by the respondent husband and his family under threat and coercion and in fact she did not receive lump sum maintenance and her stridhan properties. We find it extremely difficult to accept this argument in the background of the fact that pursuant to the compromise deed the respondent husband has given her a consent divorce which she wanted, thus had performed his part of the obligation under the compromise deed. Even the appellant partially performed her part of the obligations by withdrawing her criminal complaint filed under Section 125. It is true that she had made a complaint

in writing to the Family Court where Section 125 CrPC proceedings were pending that the compromise deed was filed under coercion but she withdrew the same and gave a statement before the said court affirming the terms of the compromise which statement was recorded by the Family Court and the proceedings were dropped and a divorce was obtained. Therefore, we are of the opinion that the appellant having received the relief she wanted without contest on the basis of the terms of the compromise, we cannot now accept the argument of the learned counsel for the appellant. In our opinion, the conduct of the appellant indicates that the criminal complaint from which this appeal arises was filed by the wife only to harass the respondents.

9. In view of the abovesaid subsequent events and the conduct of the appellant, it would be an abuse of the process of the court if the criminal proceedings from which this appeal arises is allowed to continue. Therefore, we are of the considered opinion to do complete justice, we should while dismissing this appeal also quash the proceedings arising from criminal case Cr. No. 224 of 2003 registered in Police Station Bilaspur (District Rampur) filed under Sections 498-A, 323 and 506 IPC and under Sections 3 and 4 of the Dowry Prohibition Act against the respondents This is a digitally signed order.

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11. In view of the law laid down by the Apex Court in the aforesaid Judgment, the FIR No.30/2021 dated 19.01.2021, registered at Police Station Amar Colony, New Delhi for offences punishable under Sections 498A/406 IPC and the proceedings emanating therefrom which was agreed to be quashed on the payment of Rs.25,00,000/- and after handing over the "Cartier" Ring in terms of the MoU entered into between the parties, is hereby quashed.

12. Paragraph No.9 of the MoU only indicates that parties have agreed not to initiate any further proceedings either criminal or civil in respect of any articles mentioned in the present FIR No.30/2021. However, it does not foreclose the rights of the Respondent No.2/complainant to initiate any proceedings in respect of any other items/articles which are not mentioned in the present FIR No.30/2021. It is always open for the Respondent No.2/complainant to initiate proceedings in accordance with law which shall be dealt by the authorities in accordance with law

13. With these observations, the petition stands disposed of, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J JULY 31, 2024 S. Zakir This is a digitally signed order.

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