

Sachin Malik & Ors vs State Of Nct Of Delhi & Ors on 24 December, 2021

Author: Anu Malhotra

Bench: Anu Malhotra

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IN THE HIGH COURT OF DELHI AT NEW DELHI
CRL.M.C. 3526/2021 & CRL.M.A. 20925/2021
SACHIN MALIK & ORS.

..... Petitioners

Through: Mr. AS Saroha, Advocate with
petitioners.

versus

STATE OF NCT OF DELHI & ORS. Respondents

Through: Mr Izhar Ahmad, APP for State with
SI Sunil Tokas.
Mr. BN Gaur, Adv. for R-3 with R-3.

CORAM:

HON'BLE MS. JUSTICE ANU MALHOTRA

ORDER

% 24.12.2021 CRL.M.A. 20925/2021 (Exemption) Exemption allowed, subject to just exceptions.

Vide the present petition, the petitioners seek the quashing of the FIR No.166/2016, Police Station Shahbad Dairy, under Sections 498A/406/34 of the Indian Penal Code, 1860 against the petitioner nos.1 to 4 and under Section 494 of the Indian Penal Code, 1860 against the petitioner no.1 submitting inter alia to the effect that a settlement has since been arrived at between the parties vide a settlement deed dated 25.09.2019 at the Delhi Mediation Centre, Rohini and that the marriage between the petitioner no.1 and the respondent no.3 has since been dissolved vide a decree of divorce through mutual consent and all claims of the respondent no.3 have since been settled and that no useful purpose would be served by the continuation Signature Not Verified Digitally Signed By:SUMIT GHAI Signing Date:24.12.2021 18:51:24 This file is digitally signed by PS to HMJ ANU MALHOTRA.

of the said FIR.

The deputed Investigating Officer of the case is present and has identified the petitioners present in Court today as being the four accused arrayed in the FIR in question and has also identified the respondent No.3 present in the Court today as being the complainant thereof.

The respondent No.3 in her deposition on oath in replies to specific Court queries has affirmed having signed her affidavit dated 03.08.2021 as well as the settlement deed dated 25.09.2019

arrived at the Delhi Mediation Centre, Rohini voluntarily of her own accord and states that in terms of the settlement arrived at between her and the petitioners, a total settled sum of Rs.19,50,000/- lacs was agreed to be paid to her by the petitioner no.1, of which, a sum of Rs.12,50,000/- has already been received by her previously and the balance sum of Rs.7 lacs has now been handed over to her today vide a demand draft bearing No.270736, dated 23.12.2021 drawn on the Punjab National Bank in her favour and that there are no claims of hers now left against the petitioners. She has further stated that the marriage between her and the petitioner no.1 has also since been dissolved vide a decree of divorce through mutual consent under Section 13 B (2) of the Hindu Marriage Act, 1955 vide decree dated 16.10.2021 in HMA 1978/2019 of the Court of the Judge, Family Court-03, Rohini, Delhi and that there is no child of the wedlock between her and the petitioner no.1.

She further states that she has done her Masters in Hindi (Hon.) and understood the implications of the statement made by her, which she has made voluntarily and that thus she does not oppose the prayer made by the petitioners seeking quashing of the FIR No.166/2016, Police Station Shahbad Dairy, under Sections 498A/406/34 of the Indian Penal Code, 1860 Signature Not Verified Digitally Signed By:SUMIT GHAI Signing Date:24.12.2021 18:51:24 This file is digitally signed by PS to HMJ ANU MALHOTRA.

against the petitioner nos.1 to 4 and under Section 494 of the Indian Penal Code, 1860 against the petitioner no.1 nor does she want the petitioners to be punished in relation thereto.

On behalf of the State, there is no opposition to the prayer made by the petitioners seeking quashing of the FIR in question in view of the settlement arrived at between the parties.

Taking into account the factum that the marriage between the petitioner no.1 and the respondent no.3 has since been dissolved vide a decree of divorce through mutual consent aforementioned and as the FIR in question has apparently emanated from a matrimonial discord which has since been resolved vide the dissolution of marriage between the petitioner no.1 and the respondent no.3 and as all claims of the respondent no.3 have been settled, for the maintenance of peace and harmony between them, it is considered appropriate to put a quietus to the litigation between the parties qua the FIR in question in view of the observations in the verdict 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 Signature Not Verified Digitally Signed By:SUMIT GHAI

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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. They 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 Signature Not Verified Digitally Signed By:SUMIT GHAI Signing Date:24.12.2021 18:51:24 This file is digitally signed by PS to HMJ ANU MALHOTRA.

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), FIR No.166/2016, Police Station Shahbad Dairy, under Sections 498A/406/34 of the Indian Penal Code, 1860 against the petitioner nos.1 to 4 and under Section 494 of the Indian Penal Code, 1860 against the petitioner no.1 and all consequential proceedings emanating therefrom against the petitioners are thus quashed.

The petition is disposed of.

ANU MALHOTRA, J DECEMBER 24, 2021 vm Signature Not Verified Digitally Signed By:SUMIT GHAI Signing Date:24.12.2021 18:51:24 This file is digitally signed by PS to HMJ ANU MALHOTRA.

IN THE HIGH COURT OF DELHI AT NEW DELHI SACHIN MALIK & ORS. Vs. STATE OF NCT OF DELHI & ORS 24.12.2021 CW-1 SI Sunil Tokas, PS Shahbad Dairy.

I am the deputed Investigating Officer of FIR No.166/2016, Police Station Shahbad Dairy, under Sections 498A/406/34 of the Indian Penal Code, 1860 against the petitioner nos.1 to 4 and under Section 494 of the Indian Penal Code, 1860 against the petitioner no.1.

I identify the petitioner no.1 Mr. Sachin Malik, petitioner no.2 Raghuvir Malik, petitioner no.3 Mrs. Kamlesh Malik and petitioner no.4 Ms. Neeraj as being the four accused arrayed in the FIR.

I also identify the respondent no.3 Ms. Priya Mann present as being the complainant of the said FIR.

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IN THE HIGH COURT OF DELHI AT NEW DELHI SACHIN MALIK & ORS. Vs. STATE OF NCT OF DELHI & ORS 24.12.2021 CW-2 Ms. Priya Mann , d/o Mr.Virender Singh, age 29 years, r/o House Near Saint Johan School, Village Khera Khurd, Delhi.

On S.A. My affidavit dated 03.08.2021 bears my signatures thereon. The settlement deed dated 25.09.2019 bears my signatures thereon. I have signed both these documents voluntarily of my own accord without any duress, pressure or coercion from any quarter.

In view of the settlement arrived at between me and the petitioners at the Delhi Mediation Centre, Rohini on 25.09.2019, a total settled sum of Rs.19,50,000/- lacs was agreed to be paid to me by the petitioner no.1, of which, a sum of Rs.12,50,000/- has already been received by me previously and the balance sum of Rs.7 lacs has now been handed over to me today vide a demand draft bearing No.270736, dated 23.12.2021 drawn on the Punjab National Bank in my favour. There are no claims of mine now left against the petitioners.

In view of the said settlement, the marriage between me and the petitioner no.1 has also since been dissolved vide a decree of divorce through mutual consent under Section 13 B (2) of the Hindu Marriage Act, 1955 vide decree dated 16.10.2021 in HMA 1978/2019 of the Court of the Judge, Family Court-03, Rohini, Delhi. There is no child of the wedlock between me and the petitioner no.1
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I thus do not oppose the prayer made by the petitioners seeking quashing of the FIR No.166/2016, Police Station Shahbad Dairy, under Sections 498A/406/34 of the Indian Penal Code, 1860 against the petitioner nos.1 to 4 and under Section 494 of the Indian Penal Code, 1860 against the petitioner no.1 nor do I want the petitioners to be punished in relation thereto.

I have done Masters in Hindi (Hon.) and continue to self-study. I have understood the implications of making my statement which I have made voluntarily of my own accord without any duress, pressure or coercion from any quarter.

ANU MALHOTRA, J RO & AC 24.12.2021 Signature Not Verified Digitally Signed By:SUMIT GHAI
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