

Deepak Jain & Anr vs State Of Nct Of Delhi & Anr on 27 November, 2020

Author: Anu Malhotra

Bench: Anu Malhotra

\$~34

*

+

S

IN THE HIGH COURT OF DELHI AT NEW DELHI
CRL.M.C. 2139/2020
DEEPAK JAIN & ANR.

..... Appl

Through: Petitioners in person with Mr.Hit
Pandey & Mr.Purushotam Kumar,
Advocates.

Versus

STATE OF NCT OF DELHI & ANR.

.....Respo

Through: Mr. Kamal Kumar Ghei, APP for Sta
with SI Ravi Kumar.
R-2 in person.

HON'BLE MS. JUSTICE ANU MALHOTRA
ORDER

% 27.11.2020 (hearing through Video Conferencing) The petitioners, vide the present petition seek the quashing of the FIR No.10/2012, PS Jahangir Puri under Sections 498A/406/34 of the Indian Penal Code, 1860 submitting to the effect that a settlement has been arrived at between the parties vide a settlement agreement dated 04.01.2019 arrived at the Delhi Mediation Centre, Rohini District Courts, New Delhi; that all claims between the parties have been settled and that the marriage between the petitioner no.1 and the respondent no.2 has since been dissolved vide a decree of divorce through mutual consent.

The respondent no.2 in her deposition on oath today in replies to specific Court queries she having been identified by SI Ravi Kumar, PS Jahangir Puri as being the complainant of the FIR in question has testified Signature Not Verified to the effect that in continuation of her statement dated 24.11.2020, there Digitally Signed By:SUMIT GHAI Signing Date:27.11.2020 20:22:02 This file is digitally signed by PS to HMJ ANU MALHOTRA.

are now no claims of hers left against the petitioners i.e. the petitioner no.1 Deepak Jain and petitioner no.2 Ashish Jain and that she undertakes to adhere to the terms of the settlement agreement dated 04.01.2019 arrived at the Delhi Mediation Centre, Rohini District Courts, New

Delhi qua which she states that she has signed the said agreement voluntarily of her own accord without any duress, coercion or pressure from any quarter. She has also affirmed the factum of the dissolution of her marriage with the petitioner no.1 vide a decree of divorce through mutual consent and placed on record is the certified copy of the decree dated 27.08.2019 in HMA Petition No.1396/2019 of the Court of the Judge, Family Courts, Rohini North, Delhi indicating the dissolution of the marriage between the petitioner no.1 and the respondent no.2 in terms of Section 13B(2) of the HMA, 1955 that was amended. She has further testified to the effect that the son born of the wedlock between her and the petitioner no.1 is in the custody of the petitioner no.1.

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 deposition of the respondent no.2 and the settlement arrived at between the parties.

SI Arvind Kumar, PS Khajuri Khas previously posted at PS Jahangir Puri on 24.11.2020 had identified the two petitioners as being the sole surviving accused arrayed in the FIR in question having been submitted to the effect that the mother-in-law and father-in-law of the respondent no.2 who are also arrayed as accused persons have since expired and he had also identified the respondent no.2 as being the complainant of the said FIR.

The respondent no.2 who had some misgivings in relation to the Signature handing over the sum of Rs.7,00,000/- to the petitioner no.1 in terms of Not Verified Digitally Signed By:SUMIT GHAI the settlement agreement dated 04.01.2019 vide Clause 9 thereof, now Signing Date:27.11.2020 20:22:02 This file is digitally signed by PS to HMJ ANU MALHOTRA.

submits that she has no opposition in relation to the release of the sum of Rs.7,00,000/- in the form of the FDRs to the petitioner no.1 and has further stated that she does not oppose the prayer made by the petitioners seeking the quashing of the FIR No.10/2012, PS Jahangir Puri under Sections 498A/406/34 of the Indian Penal Code, 1860 nor does she want them to be punished in relation thereto.

The respondent no.2 in reply to a specific Court query has further stated that she is a graduate and has understood the implications of the statement made by her and that she has arrived at a settlement with the petitioners voluntarily of her own accord and in as much as the FIR has apparently emanated from a matrimonial discord between the petitioner no.1 and the respondent no.2 which has since been resolved by the dissolution of marriage between the petitioner no.1 and the respondent no.2, for maintenance of peace and harmony between the parties and for the well being of the minor child, it is considered appropriate to put a quietus to the litigation between the parties 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)

Signature (III)
Not Verified
Digitally Signed
By:SUMIT GHAI
Signing
Date:27.11.2020
20:22:02
This file is
digitally signed by
PS to HMJ ANU
MALHOTRA.

(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 Signature Not Verified of such

settlement, there is hardly any likelihood of the Digitally Signed By:SUMIT GHAI Signing offender being convicted and by not quashing the criminal Date:27.11.2020 20:22:02 This file is digitally signed by PS to HMJ ANU MALHOTRA.

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 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 Signature Not Verified proceedings to continue would be an abuse of process of Digitally Signed By:SUMIT GHAI Signing Date:27.11.2020 20:22:02 This file is digitally signed by PS to HMJ ANU MALHOTRA.

court or that the ends of justice require that the proceedings ought to be quashed...."

(emphasis supplied) In view thereof, the FIR No.10/2012, PS Jahangir Puri under Sections 498A/406/34 of the Indian Penal Code, 1860 and all consequential proceedings emanating therefrom against the petitioners i.e. petitioner no.1 Deepak Jain and petitioner no.2 Ashish Jain are thus quashed.

The petition is disposed of accordingly.

ANU MALHOTRA, J NOVEMBER 27, 2020 'neha chopra' Signature Not Verified Digitally Signed
By:SUMIT GHAI Signing Date:27.11.2020 20:22:02 This file is digitally signed by PS to HMJ ANU
MALHOTRA.

IN THE HIGH COURT OF DELHI: NEW DELHI DEEPAK JAIN & ANR.Versus STATE OF NCT OF
DELHI & ANR.

CW-1 SI Ravi Kumar, PS Jahangirpuri.

ON S.A. I identify the respondent no.2 Ms.Runa Jain as being the complainant of the FIR
No.10/2012, PS Jahangir Puri under Sections 498A/406/34 of the Indian Penal Code, 1860.

R0 & AC
27.11.2020

ANU MALHOTRA, J

Signature
Not Verified
Digitally Signed
By:SUMIT GHAI
Signing
Date:27.11.2020
20:22:02
This file is
digitally signed by
PS to HMJ ANU
MALHOTRA.

IN THE HIGH COURT OF DELHI: NEW DELHI DEEPAK JAIN & ANR.Versus STATE OF NCT OF
DELHI & ANR.

CW-2 Ms. Runa Jain, d/o Sh.Anil Kumar Jain, R/o Flat No.407, DDA Metro Apartments, Jahangir
Puri, Delhi-110033 ON S.A. In continuation of my statement dated 24.11.2020, there are now no
claims of mine left against the petitioners i.e. the petitioner no.1 Deepak Jain and petitioner no.2
Ashish Jain and I undertake to adhere to the terms of the settlement agreement dated 04.01.2019
arrived at the Delhi Mediation Centre, Rohini District Courts, New Delhi which I have signed
voluntarily of my own accord without any duress, coercion or pressure from any quarter.

The son born of the wedlock between me and the petitioner no.1 is in the custody of the petitioner
no.1.

In view of the settlement arrived at between me and the petitioners, I do not oppose the release of
the sum of Rs.7,00,000/- in the form of the FDRs to the petitioner no.1.

In view thereof, I do not oppose the prayer made by the petitioners seeking the quashing of the FIR No.10/2012, PS Jahangir Puri under Sections 498A/406/34 of the Indian Penal Code, 1860 nor do I want them to be punished in relation thereto.

I am a graduate.

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

Signature R0 & AC
Not Verified
Digitally Signed
27.11.2020

ANU MALHOTRA, J

By: SUMIT GHAI
Signing
Date: 27.11.2020
20:22:02
This file is
digitally signed by
PS to HMJ ANU
MALHOTRA.