

# Manpreet Singh & Ors vs State (Govt. Of Nct Of Delhi) And Anr on 3 August, 2022

**Author: Anu Malhotra**

**Bench: Anu Malhotra**

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IN THE HIGH COURT OF DELHI AT NEW DELHI

W.P.(CRL) 1725/2022 & CRL.M.A. 15063/2022

MANPREET SINGH & ORS.

Through: Mr. M.S. Sodhi, Advocate with  
Petitioners in-person.

versus

STATE (GOVT. OF NCT OF DELHI) AND ANR. .... Respondents

Through: Mr. Anand K. Khatri, ASC for  
with SI Yogita, PS Mayur Vi  
Mr. Raj Kumar & Mr. H. Rehm  
Advocates for R-2 with R-2

CORAM:

HON'BLE MS. JUSTICE ANU MALHOTRA

ORDER

% 03.08.2022 Exemption allowed subject to all just exceptions. The application is disposed of accordingly. W.P.(CRL) 1725/2022 The petitioners, vide the present petition have sought the quashing of the FIR No.558/2021, Police Station Mayur Vihar under Sections 498A/406/120B of the Indian Penal Code, 1860 submitting to the effect that a settlement has since been arrived at between the petitioners and the respondent No.2, qua which the Investigating Officer of the case states that the FIR is one under Sections 498A/406/120B read with Section 34 of the Indian Penal Code, 1860, which is thus read as such being under Sections 498A/406/120B/34 of the Indian Penal Code, 1860. Signature Not Verified Digitally Signed By:SUMIT GHAI Signing Date:06.08.2022 17:17:22 This file is digitally signed by PS to HMJ ANU MALHOTRA.

The Investigating Officer of the case is present and has identified petitioner nos. 1 to 3 i.e. petitioner no.1 Manpreet Singh, petitioner no.2 Mohinder Singh and petitioner no.3 Kulwinder Kaur present today in Court as being the three accused arrayed in the said FIR and has also identified the respondent no.2 Ms. Swati Anand present today in Court as being the complainant thereof.

The respondent no.2 in her deposition on oath in replies to specific Court queries affirms having signed her affidavit annexed to the petition dated 18.07.2022 as her non-opposition to the prayer made by the petitioners seeking the quashing of the FIR No.558/2021, Police Station Mayur Vihar under Sections 498A/406/120B of the Indian Penal Code, 1860 as well as the settlement document dated 09.10.2021 arrived at the Delhi Mediation Centre, KKD Courts, Delhi between her and the petitioner no.1 qua which she states that she has signed both these documents voluntarily of her own accord without any duress, coercion or pressure from any quarter.

Inter alia, she states that in terms of the settlement dated 09.10.2021, whereby, it has been agreed that the sum of Rs.12,50,000/- would be paid to her by the petitioners along with all her articles, but during the course of the proceedings under Section 13B(1) of the HMA, 1955, it had been agreed that a sum of Rs. 14,00,000/- in toto would be paid by the petitioners to her apart from the other articles inclusive of her educational documents, of which a sum of Rs.10 Lakhs had been received by her previously during the course of the proceedings under Section 13B(1) and 13B(2) of the HMA, 1955 and the balance sum of Rs.4 Lakhs having since been handed over to her during the course of the present proceedings vide a demand draft bearing No.249334 dated 30.07.2022 drawn on the State Bank of India in her favour Signature Not Verified Digitally Signed By:SUMIT GHAI Signing Date:06.08.2022 17:17:22 This file is digitally signed by PS to HMJ ANU MALHOTRA.

and states that there are now no claims of hers left against the petitioners.

She also affirms the factum of dissolution of her marriage with the petitioner no.1 vide a decree of divorce through mutual consent under Section 13B(2) of the HMA, 1955 in HMA No.589/2022 vide a decree dated 17.05.2022 of the Court of the learned Judge, Family Court, East District, KKD, Delhi and states that there is no child born of the wedlock between her and the petitioner no.1. She further states in reply to a specific Court query that she is a practising Dentist and that she 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 without any duress, coercion or pressure from any quarter. She has further stated that in view of the settlement arrived at between her and the petitioners, she does not oppose the prayer made by the petitioners seeking the quashing of the FIR in question nor does she want them to be punished in relation thereto and does not need to think again.

Learned APP for the State in the circumstances of the case in view of the settlement arrived at between the parties to the petition, does not oppose 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 as there appears no reason to disbelieve the statement made by the respondent no.2 that she has arrived at a settlement with the petitioners voluntarily of her own accord without any duress, coercion or pressure from any quarter she being well educated, 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 their marriage vide a Signature Not Verified Digitally Signed By:SUMIT GHAI Signing Date:06.08.2022 17:17:22 This file is digitally signed by PS to HMJ ANU MALHOTRA.

decree of divorce through mutual consent aforementioned, for maintenance of peace and harmony between the parties 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) .....

(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 Signature Not Verified Digitally Signed By:SUMIT GHAI Signing Date:06.08.2022 17:17:22 This file is digitally signed by PS to HMJ ANU MALHOTRA.

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 Signature Not Verified Digitally Signed By:SUMIT GHAI Signing Date:06.08.2022 17:17:22 This file is digitally signed by PS to HMJ ANU MALHOTRA.

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 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), In view thereof, FIR No.558/2021, Police Station Mayur Vihar under Sections 498A/406/120B of the Indian Penal Code, 1860 and all consequential proceedings emanating therefrom against the petitioner nos. 1 to 3 i.e. petitioner no.1 Manpreet Singh, petitioner no.2 Mohinder Singh and petitioner no.3 Kulwinder Kaur are thus quashed.

The petition is disposed of accordingly.

ANU MALHOTRA, J AUGUST 3, 2022 ha Signature Not Verified Digitally Signed By:SUMIT GHAI Signing Date:06.08.2022 17:17:22 This file is digitally signed by PS to HMJ ANU MALHOTRA.

IN THE HIGH COURT OF DELHI: NEW DELHI ITEM No.56 W.P.(CRL) 1725/2022 MANPREET SINGH & ORS. versus STATE (GOVT. OF NCT OF DELHI) AND ANR.

03.08.2022 CW-1 SI Yogita, PS Mayur Vihar.

ON S.A. I am the Investigating Officer of FIR No.558/2021, Police Station Mayur Vihar under Sections 498A/406/120B of the Indian Penal Code, 1860. There are three accused arrayed in the aforesaid FIR.

I identify the petitioner nos. 1 to 3 i.e. petitioner no.1 Manpreet Singh, petitioner no.2 Mohinder Singh and petitioner no.3 Kulwinder Kaur present today in Court as being the three accused arrayed in the FIR and I also identify the respondent no.2 Ms. Swati Anand present today in Court as being the complainant thereof.

RO & AC  
03.08.2022

ANU MALHOTRA, J

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IN THE HIGH COURT OF DELHI: NEW DELHI ITEM No.56 W.P.(CRL) 1725/2022 MANPREET SINGH & ORS. versus STATE (GOVT. OF NCT OF DELHI) AND ANR.

02.08.2022 CW-2 Ms. Swati Anand, D/o Sh. S.N. Mahto, aged 33 years, R/o 439D, Pocket 2, Mayur Vihar, Phase 1, Delhi. ON S.A. My affidavit annexed to the petition dated 18.07.2022 in support of the averments made in the petition as my non-opposition to the prayer made by the petitioners seeking the quashing of the FIR No.558/2021, Police Station Mayur Vihar under Sections 498A/406/120B of the Indian Penal Code, 1860 as well as settlement document dated 09.10.2021 arrived at the Delhi Mediation Centre, KKD Courts, Delhi between me and the petitioner no.1 bear my signatures thereon, which I have signed voluntarily of my own accord without any duress, coercion or pressure from any quarter.

Though the mediation settlement dated 09.10.2021 was in relation to the payment of Rs.12,50,000/- to be paid by the petitioners, but during the course of the proceedings under Section 13B(1) of the HMA, 1955, it was agreed that a sum of Rs. 14,00,000/- in toto would be paid by the petitioners to me apart from the other articles inclusive of my educational documents. In view thereof, I have already received a sum of Rs. 10,00,000/- from the petitioners during the course of the proceedings under Section 13B(1) and 13B(2) of the HMA, 1955 and the balance sum of Rs.

4,00,000/- has now been handed over to me vide a demand draft bearing No.249334 dated 30.07.2022 drawn on the State Bank of India in my favour. There are now Signature Not Verified Digitally Signed By:SUMIT GHAI Signing Date:06.08.2022 17:17:22 This file is digitally signed by PS to HMJ ANU MALHOTRA.

no claims of mine left against the petitioners and I have also received all my documents and other articles from the petitioners.

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 No.589/2022 vide a decree dated 17.05.2022 of the Court of the learned Judge, Family Court, East District, KKD, Delhi. There is no child born of the wedlock between me and the petitioner no.1. In view of the settlement arrived at between me and the petitioners, I do not oppose the prayer made by the petitioners seeking the quashing of the FIR No.558/2021, Police Station Mayur Vihar under Sections 498A/406/120B of the Indian Penal Code, 1860 nor do I want them to be punished in relation thereto.

I am a practising Dentist.

I have made my statement after understanding the implications thereof voluntarily of my own accord without any duress, coercion or pressure from any quarter and I do not need to think again.

RO & AC  
03.08.2022

ANU MALHOTRA, J

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