

Sh Devender Singh & Ors vs The State (Govt. Nct Of Delhi) & Anr on 20 May, 2022

Author: Anu Malhotra

Bench: Anu Malhotra

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IN THE HIGH COURT OF DELHI AT NEW DELHI
CRL.M.C. 2336/2022 & CRL.M.A. 9892/2022

SH DEVENDER SINGH & ORS.

Through: Petitioners in person with
Sarvesh Kumar, Advocate.

versus

THE STATE (GOVT. NCT OF DELHI) & ANR. Respondent

Through: Mr.Ashok Kumar Garg, APP for
with ASI Shokendra Sangwan,
Krishna Nagar.
R-2 in person with Mr. Arsh
Advocate for R-2.

CORAM:

HON'BLE MS. JUSTICE ANU MALHOTRA
ORDER

% 20.05.2022 CRL.M.A. 9892/2022 (Ex.) Exemption allowed subject to all just exceptions. The application stands disposed of.

The petitioners, vide the present petition seek the quashing of the FIR No.92/2020, PS Krishna Nagar under Sections 498A/406/34 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 vide a settlement document dated 29.10.2021 pursuant to which all disputes Signature Not Verified Digitally Signed By:SUMIT GHAI Signing Date:21.05.2022 18:52:22 This file is digitally signed by PS to HMJ ANU MALHOTRA.

between the parties stand settled and that a total sum of Rs.5,00,000/- has been paid by the petitioners to the respondent no.2, of which a sum of Rs.2,00,000/- was paid to the respondent no.2 during the course of the proceedings under Section 13B(1) of the HMA, a sum of Rs.1,50,000/- was paid to the respondent no.2 during the course of the proceedings under Section 13B(2) of the HMA and the balance sum of Rs.1,50,000/- has been paid to the respondent no.2 today during the course of the present proceedings vide a demand draft bearing No.014863 dated 19.05.2022 drawn on the Axis Bank Ltd. in her favour and that there are no claims of hers left against the petitioners. It is inter alia submitted through the petition 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 under Section 13B(2) of the HMA in HMA Petition No.182/2022 vide a decree dated 10.02.2022 of the

Court of the learned Principal Judge, Family Courts, District East, KKD Courts, Delhi and that no useful purpose would be served by the continuation of the proceedings in relation to the present FIR.

The Investigating Officer of the case is present and has identified the petitioner nos. 1 to 3 i.e. petitioner no.1 Devender Singh, petitioner no.2 Jaswant Singh Satyapal and petitioner no.3 Durga Satyapal present today in Court as being the three accused arrayed in the FIR No.92/2020, PS Krishna Nagar under Sections 498A/406/34 of the Indian Penal Code, 1860 and has also identified the respondent no.2 Ms. Nidhi present today in Court as being the complainant thereof.

The respondent no.2 in her deposition on oath in replies to specific Court queries by the Court has affirmed the factum of having signed her Signature Not Verified Digitally Signed By:SUMIT GHAI Signing Date:21.05.2022 18:52:22 This file is digitally signed by PS to HMJ ANU MALHOTRA.

affidavit dated 04.05.2022 qua her non opposition to the prayer as well as the settlement document dated 29.10.2021 of her own accord without any duress, coercion or pressure from any quarter. She has also affirmed the factum of dissolution of her marriage with the petitioner no.1 vide a decree of divorce through mutual consent as aforementioned and also affirmed the factum of receipt of the total settled sum of Rs.5,00,000/- from the petitioners in terms of the settlement agreement dated 29.10.2021 and has stated that there are no claims of hers left against the petitioners. She has further testified to the effect that there is no child born of the wedlock between her and the petitioner no.1. She has further stated that in terms 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.

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.

The respondent no.2 is apparently well educated having done her MBA and states that she is working and in as much as, the FIR in question 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 decree of divorce through mutual consent 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 Signature Not Verified Digitally Signed By:SUMIT GHAI Signing Date:21.05.2022 18:52:22 This file is digitally signed by PS to HMJ ANU MALHOTRA.

any quarter, 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 compoundable in law, with or without the permission of Signature Not Verified Digitally Signed By:SUMIT GHAI Signing Date:21.05.2022 18:52:22 This file is digitally signed by PS to HMJ ANU MALHOTRA.

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:21.05.2022 18:52:22 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.92/2020, PS Krishna Nagar under Sections 498A/406/34 of the Indian Penal Code, 1860 and all consequential proceedings emanating therefrom against the petitioner nos. 1 to 3 i.e. petitioner no.1 Devender Singh, petitioner no.2 Jaswant Singh Satyapal and petitioner no.3 Durga Satyapal are thus quashed.

The petition is disposed of accordingly.

ANU MALHOTRA, J MAY 20, 2022/nc Signature Not Verified Digitally Signed By:SUMIT GHAI Signing Date:21.05.2022 18:52:22 This file is digitally signed by PS to HMJ ANU MALHOTRA.

IN THE HIGH COURT OF DELHI: NEW DELHI SH DEVENDER SINGH & ORS. versus THE STATE (GOVT. NCT OF DELHI) & ANR.

20.05.2022 CW-1 ASI Shokendra Sangwan, PS Krishna Nagar. ON S.A. I am the Investigating Officer of FIR No.92/2020, PS Krishna Nagar under Sections 498A/406/34 of the Indian Penal Code, 1860.

I identify the petitioner nos. 1 to 3 i.e. petitioner no.1 Devender Singh, petitioner no.2 Jaswant Singh Satyapal and petitioner no.3 Durga Satyapal present today in Court as being the three accused arrayed in the aforesaid FIR and I also identify the respondent no.2 Ms. Nidhi present today in Court as being the complainant thereof.

RO & AC
20.05.2022

ANU MALHOTRA,

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MALHOTRA.

IN THE HIGH COURT OF DELHI: NEW DELHI SH DEVENDER SINGH & ORS. versus THE STATE (GOVT. NCT OF DELHI) & ANR.

20.05.2022 CW-2 Ms. Nidhi Mehra, D/o Sh. Rajesh Kumar, aged 29 years R/o F- 14/20, Krishna Nagar, Delhi.

ON S.A. My affidavit qua non-opposition to the prayer made by the petitioners seeking the quashing of the FIR in question dated 04.05.2022 and the settlement document dated 29.10.2021 bear my signatures thereon and I have signed both these documents voluntarily of my own accord without any duress, coercion or pressure from any quarter.

In view of the settlement arrived at between me and the petitioner no.1, a total sum of Rs.5,00,000/- had been agreed to be paid to me by the petitioners, of which a sum of Rs.2,00,000/- was received by me during the course of the proceedings under Section 13B(1) of the HMA, a sum of Rs.1,50,000/- was received by me during the course of the proceedings under Section 13B(2) of the HMA and the balance sum of Rs.1,50,000/- has been received by me today during the course of the present proceedings vide a demand draft bearing No.014863 dated 19.05.2022 drawn on the Axis

Bank Ltd. in my favour. There are now no claims of mine left against 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 Signature Not Verified Digitally Signed By:SUMIT GHAI Signing Date:21.05.2022 18:52:22 This file is digitally signed by PS to HMJ ANU MALHOTRA.

13B(2) of the HMA in HMA Petition No.182/2022 vide a decree dated 10.02.2022 of the Court of the learned Principal Judge, Family Courts, District East, KKD Courts, 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 petitioner no.1, I do not oppose the prayer made by the petitioners seeking the quashing of the FIR No.92/2020, PS Krishna Nagar under Sections 498A/406/34 of the Indian Penal Code, 1860 nor do I want them to be punished in relation thereto.

I have done my MBA and I am working.

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

RO & AC
20.05.2022

ANU MALHOTRA, J

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