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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ CRL.M.C. 3654/2012

Decided on 30th November, 2012

ANSHU SONI & ORS. Petitioners

Through: Mr. Pallav Mongia, Adv. with
petitioner no. 1 in person.

versus

STATE & ANR. Respondents

Through: Ms. Fizani Hussain, APP.
Mr. Sandeep Khatri and Mr.
Rajat Bhardwaj, Advs. for R-2
with Ms. Kavita Gera daughter
of respondent no.2 in person.

CORAM:

HON'BLE MR. JUSTICE A.K. PATHAK

A.K. PATHAK, J.(ORAL)

1. By this petition under Section 482 of the Code of Criminal Procedure, 1973 (the Code, for short), petitioners seeks quashing of FIR No. 343/2012 under Sections 3 and 4 of Dowry Prohibition Act, 1961 and Section 506 of the Indian Penal Code (IPC) registered at Police Station Tilak Nagar, in view of the settlement arrived at between the parties before the Mediation Centre, Tis Hazari Courts, Delhi.

2. It emerges from the records that the FIR was registered against the petitioner no1 and his relatives, that is, petitioner nos. 2 to 7, on the complaint of respondent no.2. As per the FIR, petitioner no. 1 was engaged with Ms. Kavita Gera, daughter of respondent no.2 on 13th April, 2012. Petitioner no. 1 and Ms. Kavita Gera were working in a hotel, namely, “The Silver Ferns” and were known to each other right from 2006. Their marriage was scheduled for 26th November, 2012. After the engagement, petitioner no.1, his father Raj Kumar Soni, his mother Gulshan Soni, brother Arun Bhola, sister Divya Bhola demanded dowry from the parents of Ms. Kavita Gera. They asked the complainant party to fully furnish their house at Rohini before solemnization of the marriage. They threatened to break the engagement if it was not done. On 9th June, 2012 petitioner no. 1 reiterated this demand.

3. During the hearing of bail application Additional Sessions Judge, Delhi referred the matter to Mediation Centre on the request of parties. On 14th September, 2012 respondent no. 2 along with her husband and daughter-Kavita Gera along with her lawyer participated

in the mediation proceedings. Petitioner no. 1 and his father along with their counsel also attended the mediation proceedings. After deliberations parties arrived at an amicable settlement on the following terms and conditions:-

Mediation Centre
State Vs. Anju Bhola
(Bail Application)

14.09.2012

Present: Ms.Kavita Gera with her father
Sh.Dharampal Gera, mother
Smt.Shanti Gera along with
Counsel Sh. Zafar Abbas, Adv.

Sh.Anshu Soni, Raj Kumar
Soni with Counsel
Sh.S.P.Sharma, Adv.

This is an anticipatory bail application U/s 3 & 4 of Dowry Prohibition Act and 506 IPC, which has been referred from the court of Sh.O.P.Gupta, Ld.District & Sessions Judge (West), Delhi and has been assigned to the undersigned for mediation.

There had been a hectic discussion over the subject matter in presence of both the worthy counsels and during the negotiations and discussions, it has been revealed that the parties are known to each other. The parties have been visiting each other frequently and finally they decided to get engaged, after seeking permission from their respective

families. Both the families agreed to this matrimonial alliance and arranged an engagement ceremony/ring ceremony on 13.04.2012. Accordingly, engagement ceremony took place between the parties.

During the discussions and hectic efforts were made to reconcile the matter but reconciliation is not possible and parties have agreed to settle down their dispute in FIR No.343/12 u/s3 &4 Dowry Prohibition Act and 506/34 IPC on the following terms and conditions:-

1. That accused Anshu Soni has agreed to pay a sum of Rs.2.75 Lacs towards full and final settlement of this dispute.
2. Besides the above said amount of Rs.2.75 lacs accused Anshu Soni has also agreed to return the ring presented to him during the ring ceremony on 13.04.2012. The ring was shown to the girl, herein Mediation Centre and the same has been recognized by her and admitted that the said was presented to the accused at the time of ring ceremony. The said ring is being returned to the complainant Ms.Kavita Gera today itself in mediation centre against a proper receipt.
3. The next date of hearing in present bail application is 28.09.2012. The complainant has agreed not to oppose the grant of anticipatory bail to all the accused except of accused Anshu Soni who has already been granted bail vide order dated 10.09.2012.
4. It has been agreed between the parties

that on 28.09.2012, the accused Anshu Soni will pay Rs.1,37,500/- by way of bank draft in name of the complainant Ms.Kavita Gera. The balance amount of Rs.1,37,500/- will be paid to her at the time of quashing of FIR bearing no.343/12, u/s 3 &4 of Dowry Prohibition Act and 506 IPC, PS Tilak Nagar before the Hon'ble High Court under proceedings of 482 Cr.PC. The complainant Ms. Kavita Gera and her mother Shanti Gera agrees and assures that they will co-operate in getting the FIR quashed before the Hon'ble High Court and they will be present as and when required by accused Anshu Soni as well as his advocate for the said purpose.

5. Both the parties have agreed to inform in written the concerned SHO/IO of PS Tilak Nagar regarding the compromise arrived at between them in Mediation Centre, Tis Hazari Courts, Delhi.

6. After this settlement, the parties will left with no claims against each other and no dispute of any kind has been left between the parties and the parties have agreed not to file any litigation against each other in future about this FIR.

The parties have entered in this settlement voluntarily out of their own free will and without any force, pressure or coercion from any corner which have been read over and explained to them in vernacular.

Parties will appear before the court concerned on 28.09.2012 for making their respective statements and for necessary

orders.

(V.P.Johri)
Mediator, Mediation Centre
Tis Hazari Courts, Delhi

4. In terms of the settlement, engagement ring was returned to Ms. Kavita Gera in presence of respondent no. 2 on 14th September, 2012. Subsequently, on 28th September, 2012 petitioner no.1 has paid a sum of ₹1,37,500/- to respondent no. 2 before the Additional Sessions Judge, in terms of the settlement. In terms of the settlement, petitioners have filed this petition for quashing of the FIR. Petitioner no.1 has brought pay order of ₹1,37,500/- in Court in terms of the settlement. However, respondent no. 2 has opposed quashing of FIR on the ground that the petitioner no. 1 is spreading rumors against Ms. Kavita Gera, inasmuch as, has threatened her that he would not allow her to marry anyone else. As regards the settlement, the same has not been disputed, inasmuch as, the same has been duly signed by the parties and their counsel and learned Mediator.

5. It is apparent from the facts narrated herein above that the parties had arrived at an amicable settlement before the learned

Mediator, inasmuch as settlement has even been acted upon by the petitioners. The engagement ring has been returned and a sum of ₹1,37,500/- has been paid in Court on 28th September, 2012, inasmuch as, today petitioners have tendered the pay order in the sum of ₹1,37,500/-. Petitioners have done whatever they were required to do in terms of the settlement agreement dated 14th September, 2012. However, as an afterthought respondent no. 2 attempts to wriggle out of it on flimsy grounds after availing partial financial benefits in terms of the settlement, which in my view is impermissible. Respondent no.2 cannot be allowed to withdraw herself from fulfilling her part of obligation as contained in the settlement agreement after availing benefits therefrom. Conduct of the respondent no.2 clearly demonstrates that she wants to keep the criminal proceedings pending in order to harass the petitioners.

6. After having settled the matter through the process of mediation, which has even been acted upon partially, parties cannot be permitted to back track from the same as it will negate the aims and objectives of whole process of mediation. Withdrawal of consent by

respondent no.2 on some innocuous ground is impermissible. In Ruchi Aggarwal versus Amit Kumar Agrawal and Ors. 2005 (1) ALT 42 (SC), civil and criminal litigations were pending between the husband and wife. Matter was compromised before the Family Court pursuant whereof, a decree of divorce by mutual consent was granted. Wife withdrew application filed by her under Section 125 Cr.P.C. in terms of the settlement, however, she avoided to withdraw the complaint under Sections 498-A/328/506 IPC and Sections 3 and 4 of the Dowry Prohibition Act, 1961. Accordingly, husband filed a petition before the High Court of Uttaranchal for quashing of the said complaint. In the said petition, High Court quashed the charge-sheet and the summoning order for want of territorial jurisdiction and transferred the investigations to the concerned Police Station. Wife preferred an appeal before the Supreme Court wherein criminal proceedings were quashed keeping in mind the settlement arrived at between the parties despite opposition of the wife.

7. In Jaibir versus State 2007 (142) DLT 141, in somewhat similar circumstances, a Single Judge of this Court quashed the FIR

registered against the father and other relatives of wife despite opposition of the complainant-husband. In the said case also, husband and wife had settled their disputes before the Mediation Centre, Tis Hazari Courts, Delhi. The settlement was even acted upon by the parties, inasmuch as cases registered on the complaint of wife were disposed of in terms of the settlement. Later on, husband opposed the quashing of FIR registered on his complaint against the relatives of wife. It was held thus “this being a complete package, the complainant cannot turn around and oppose the petition after he agreed for quashing of these proceedings at the time of mediation proceedings. There is another aspect which needs to be emphasized. The settlement was arrived at during the mediation proceedings. The Legislature has amended Section 89 of the Code of Civil Procedure in the year 2002. There is an all round attempt by the settlement of disputes through the process of Mediation. Therefore, once the disputes between the parties have been settled by the process of mediation, it would be in the public interest as well as to attach importance to such a process and treat the settlement as a solemn

settlement. Otherwise, the movement of medication may itself suffer if the parties are given to understand that even after they agree for settlement, one of the parties can still back out.”

8. For the foregoing reasons, I am of the opinion that the continuance of criminal proceedings would result in abuse of process of law, thus, the FIR is liable to be quashed by this Court in exercise of its inherent powers under Section 482 Cr.P.C. in view of the settlement, despite opposition of the respondent no.2. Accordingly, FIR No. 343/12 under Sections 3/4 of Dowry Prohibition Act and Section 506 IPC registered at Police Station Tilak Nagar and the consequent proceedings emanating therefrom are quashed, however, subject to petitioners depositing balance settled amount, that is, ₹1,37,500/- (Rupees One Lac Thirty Seven Thousand Five Hundred Only) with the Registrar General of this Court within two weeks. Upon such deposit being made the same shall be kept in FDR initially for a period of six months with its automatic renewals thereafter. However, it would be open for the respondent no.2 to withdraw this amount if, she so, desires.

9. Petition is disposed of in the above terms.

Crl. M.A. 17925/2012 (Stay)

Disposed of as infructuous.

A.K. PATHAK, J.

NOVEMBER 30, 2012

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