

Court No. - 45

Case :- CRIMINAL MISC. WRIT PETITION No. - 17955 of 2022

Petitioner :- Harsh Suri And 2 Others

Respondent :- State Of U.P. And 2 Others

Counsel for Petitioner :- Rahul Chaudhary, Bhupendra Pratap Singh

Counsel for Respondent :- G.A., Samarth Krishna, Sandeep Saxena

Hon'ble Vivek Kumar Birla, J.

Hon'ble Vinod Diwakar, J.

1. Heard Rahul Chaudhary, learned counsel for the petitioners, learned A.G.A. appearing for the State respondents and Sri Samarth Krishna, learned counsel appearing for the informant.

2. This writ petition has been filed praying to quash the impugned First Information Report dated 18.10.2022, registered as Case Crime No. 0413 of 2022, under Sections 498A, 504, 506 IPC and Section 3/4 DP Act, P.S. Noida Sector 24, District Gautam Budh Nagar.

3. Vide order dated 25.11.2022 the matter was referred to the mediation centre.

4. Perused the office report dated 12.12.2023 and the settlement agreement dated 9.6.2023 which indicates that matter has been peacefully settled between the parties and they have settled their differences on the terms mentioned in paragraph 7 of the settlement agreement dated 9.6.2023. The paragraph 7 is quoted as under:-

"7. In view of the Interim Settlement dated 24.05.2023, the following settlement has been arrived at between the Parties hereto:

(a) That interim settlement dated 24.05.2023 shall form a part of this final settlement and it shall read along-with the Interim Settlement.

(b) That according to clause 7 (a) as agreed the parties have filed a divorce petition under Section 13-B of the Hindu Marriage Act before the Family Court, Gautam Budh Nagar on 26.05.2023, which is Registered as Case No. 862/2023 (Harsh Suri vs. Vrinda Suri) in the Court of Principal Judge, Family Court Gautam Budh Nagar. The next date is fixed in the matter is 19.08.2023. The parties agree that they shall not resile from this petition in any manner whatsoever and they shall take it to its logical conclusion without creating any impediment in its free flow till the final adjudication.

(c) That terms of clause 7 (b) are acceptable to the parties and in full and final settlement of all the financial claims of Smt. Vrinda Suri (Respondent No. 3-wife) and maintenance of minor daughter that may accrue against Harsh Suri (Petitioner No. 1-husband) or his family members. The Petitioner No. 1 has agreed to pay a consolidated amount of maintenance/ permanent alimony to the tune of Rs.24,00,000/- (Rs. Twenty Four Lakh Only) (Rs.14 lakh as permanent alimony including entire Stridhan of the wife and Rs.10 lakh for the welfare and maintenance of the minor daughter-Aashvi). After receiving the aforesaid amount of permanent alimony/ maintenance, Respondent No. 3 or her minor daughter shall not be entitled to claim any further maintenance or permanent alimony or any nature whatsoever under any law or under any circumstances in future.

(d) That according to clause 7 (c) (1), the applicant no. 1 has deposited two bank drafts of Rs.5,00,000/- (Rs. Five Lakh Only) each through demand draft bearing nos. 035327 & 791303 dated 22.05.2023 & 23.05.2023 drawn on HDFC Bank & Bank of Baroda issued in favour of Vrinda Suri and another demand draft bearing no. 035364 dated 06.06.2023 drawn on HDFC Bank for Rs.2,00,000/- (Rs.Two Lakh Only) issued in favour of Vrinda Suri. In terms of the interim settlement-agreement since the first motion of the petition u/s 13-B of the HM Act had already taken place on 26.05.2023, hence, the aforesaid three demand drafts of Rs.5 lakh, Rs.5 lakh & Rs.2 Lakh are being released in favour of Respondent No.3 and she has acknowledged the receipt of the same.

(e) That the parties agreed that the amount of Rs.12,00,000/- (Rs. Twelve Lakh Only) released today in favour of the Respondent No.3, she shall invest Rs.10,00,000/- (Rs. Ten Lakh Only) in a Multi Growing F.D.R. in a nationalized bank and shall show the original of F.D.Rs to the Principal Judge, Family Court, Gautam Budh Nagar on 19.08.2023 and file a photocopy of the said F.D.R. with an undertaking that it shall not be encashed before the majority of the minor daughter unless any situation of grave medical or educational eventuality arises. The interest accrued shall be transferred in the Bank Account of the Respondent No.3, which shall be used for the maintenance/ welfare or development of the minor child.

(f) That as agreed between the parties, the amount of Rs.2 lakh by means of a Bank Draft in the name of the Respondent No.3 shall be handed over by the Counsel of the Petitioner No.1 to the Counsel of the Respondent No.3 when the Criminal Misc. Writ Petition No.17955 of 2022 is taken up for quashing by this Hon'ble Court for quashing of FIR/ Case Crime No.0413 of 2022 under Section 498A, 504, 506 IPC and ¾ D.P. Act, Police Station- Noida Sector-24, District-Gautam Budh Nagar.

(g) That as per terms clause 7 (c) (2) (ii) of the interim settlement dated 24.05.2023, the Petitioner No.1 shall pay a sum of Rs.10,00,000/- (Rs. Ten Lakh Only) by means of a bank draft duly drawn from a nationalized bank in the name of Vrinda Suri on the day when the petition u/s 13-B of the Hindu Marriage Act is finally taken up for dissolution of the marriage. The said draft shall be placed by the Petitioner No.1 in the custody of the Hon'ble Court in the working hours of the day and after the statement of the Respondent No.3 is recorded by the Hon'ble Court, the draft shall be handed over to the Respondent No.3 on the same day.

(h) That the parties agree that they shall withdraw all the cases initiated against each other or their family members in terms of the present settlement arrived at the Mediation Centre within a period of two months from the first motion of the petition.

(i) That according to the clause 7 (f) of the interim settlement dated 24.05.2023, the Petitioner No.1 shall withdraw divorce petition filed by him in the family Court, Allahabad. This petition shall be withdrawn after the withdrawal of Transfer Petition filed by the Respondent No.3.

(j) That in terms of clause 7 (g) of the interim Settlement, the Respondent No.3 shall withdraw her Transfer Petition filed by her before the Hon'ble Court seeking the transfer of the divorce petition from Allahabad to Gautam Budh Nagar. The respondent no.3 shall move an application for withdrawal of the same before 15th July, 2023.

(k) That in terms of clause 7 (h) of the interim Settlement, the Respondent No.3 shall withdraw the petition filed by her under Section 125 Cr.P.C. before 15th July, 2023.

(l) That likewise in terms of clause 7 (f) of the interim settlement, the Petitioner No.1 shall withdraw the petition filed by him under the provisions of Guardians and Wards Act in family Court, Gautam Budh Nagar before 30th July, 2023.

(m) That in case the party initiating the petition or litigation does not do so, the other side shall have right to file an application for withdrawal/ setting-aside or quashing of the said petition without any objection being raised by the party initiating the said litigation/ petition.

(n) That the parties agree to clause 7 (I) of the interim settlement dated 24.05.2023 and they also agree that the Petitioner No.1 shall intimate 10 days before the date intended to be visited for meeting the minor daughter on Mobile Nos. 9899089687, 9415235085 and in case the Mobile Number or place of stay of minor daughter is changed, the changed number shall also be intimated to the Petitioner No.1 by the Respondent No.3 by any means or through their existing Counsel of Allahabad High Court. Visitation right shall commence after the second motion or earlier on expedited date of 19.08.2023.

(o) That the parties also agree that in case the meeting is not possible for any reason in a particular month it shall be accumulated in the succeeding month. In case, the Petitioner No.1 is not be allowed to meeting his minor daughter, he shall have recourse to law as admissible.

(p) That it has been agreed between the parties that they shall not violate the terms and conditions of this settlement, otherwise the aggrieved party will be free to take legal course.

(q) That this settlement had been read over and explained to the parties in Hindi in presence of their respective counsels, thereafter, they have signed the settlement."

5. It is submitted that as between the parties compromise had already taken place therefore, the impugned First Information Report dated 18.10.2022, registered as Case Crime No. 0413 of 2022, under Sections 498A, 504, 506 IPC and Section 3/4 DP Act, P.S. Noida Sector 24, District Gautam Budh Nagar is liable to be quashed.

6. Thus, in view of the well settled principles of law as laid down by the Hon'ble Apex Court reported in **2003(4) SCC 675 (B.S. Joshi Vs. State of Haryana)**, **J.T. 2008(9) SC 192 (Nikhil Merchant Vs. Central Bureau of investigation and another)**, **(2012) 10 SCC 303 (Gian Singh Vs. State of Punjab)**, **(2014) 9 SCC 653 (Yogendra Yadav and others Vs. State of Jharkhand)** and also **(2014) 6 SCC 466 (Narendra Singh Vs. State of Punjab)**, and in view of the settlement agreement dated 9.6.2023, the First Information Report dated 18.10.2022, registered as Case Crime No. 0413 of 2022, under Sections 498A, 504, 506 IPC and Section 3/4 DP Act, P.S. Noida Sector 24, District Gautam Budh Nagar is hereby quashed.

7. The present petition is, accordingly, allowed.

8. As agreed between the parties, a Demand Draft No. 290063 dated 2.11.2023 of Punjab National Bank, Civil Lines, Allahabad has been handed by Sri Rahul Chaudhary, learned counsel for the petitioner to Sri Samarth Krishna, learned counsel for the informant today itself. Receiving over the photocopy of the Demand Draft of this date is taken on record.

Order Date :- 13.12.2023
Abhishek