

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
WRIT PETITION NO. 3096 OF 2023

Sagar Ramchandra Salunkhe and ors. ... Petitioners

Versus

Rupali Sagar Salunkhe and anr. ... Respondents

.....

Mr. Sagar Jadhav for the Petitioner.

Mr. Sai Rajendra Kadam for Respondent No. 1.

.....

**CORAM : SMT. ANUJA PRABHUDESSAI &
N.R. BORKAR, JJ.**

DATED : 12 SEPTEMBER 2023

P.C. :-

1. At the outset, learned counsel for the petitioner seeks leave to amend the prayer clause (a) to substitute word Pune with Vashi, Navi Mumbai. Leave granted. Necessary amendment to be carried out forthwith.

2. This is a petition under Article 226 of the Constitution of India to quash RCC No. 17 of 2021 pending on the file of Court Room No. 13 JMFC Vashi, Navi Mumbai. The said case arises from Crime No. 11 of 2020 registered with Koparkhairane Police Station, District Thane for offences

punishable under Sections 498-A, 323, 325, 504, 506(2) r/w 34 of the Indian Penal Code.

3. The aforesaid crime was registered pursuant to the First Information Report (for short FIR) lodged by respondent No. 1. The facts narrated in the FIR reveal that the marriage of the respondent No. 1 and the petitioner No. 1 was solemnized on 31 December 2018. There is no child born from the said wedlock.

4. According to the first informant, her husband and his family members i.e., petitioner Nos. 2 to 7 herein subjected her to cruelty. She has also made allegations of assault and abuse.

5. Learned counsel for the petitioner and respondent No. 1 state that both the parties have arrived at an amicable settlement and have filed a consent terms in the petition filed by the respondent No. 1 for divorce being Petition No. A/536/2021 pending on the file of Family Court, Thane. They have placed on record the copy of said consent terms, which is at Exhibit- H. The said consent

terms reads thus:

- “1) The petitioner shall withdraw all the allegations made against the respondent in the above said proceeding.
- 2) Both the parties are ready to convert this petition into Mutual Consent Divorce.
- 3) Both the parties have got married on 31/12/2018 and both the parties are staying separately since 02/08/2021.
- 4) There is no issue born out of the said wedlock.
- 5) The respondent is agreed to pay of Rs. 9,00,000/- (Rs. Nine Lakh Only) towards permanent alimony/ maintenance for petitioner for past, present and future. Apart from that she will not claim for any maintenance from the respondent.
- 6) The said amount will be paid in three installment by way of demand draft in the name of the Hon’ble Principal Judge, Family Court, Thane from the respondent.
- 7) The Respondent agree to pay first installment of Rs. 3,00,000/- (Rs. Three Lakh Only) on 19/11/2022. Thereafter the petitioner will withdraw D. V. Case (Cri. M. A.) 142/2020 which is pending before Belapur Court, Vashi. After depositing the first installment the respondent will withdraw Cri. M. A. 390/21 which is pending before C. J.J. D and J. M. F. C., Phaltan, Satara.
- 8) The second installment of Rs. 3,00,000/- (Rs. Three Lakhs Only) will be

paid by the respondent on or before 31st January, 2023. Thereafter the petitioner will withdraw/ quashed R. C. C. Case No. 17/2021 which is pending before J. M. F. C, Thane and the petitioner will also withdraw Spl C. S. No. 631/21 pending before C. J. S. D, Thane.

9) The third installment of Rs. 3,00,000/- (Rs. Three Lakhs Only) will be paid by the respondent on or before the day of decree of divorce. Thereafter the respondent shall withdraw M. P. 486/21 which is pending before C. J. S. D., Satara.

10) Respondent also agreed to handover the belongings, clothes, utensils as per the list agreed by both. Apart that there is no exchanges pending between both parties. The petitioner agree that she will pick up her all belongings from Suravadi Royal Palace Hall, Taluka Phaltan, District Satara and she will bare all transportation charges. The respondent agreed that if there any damages to the belongings he will repair it or pay the cost.

11) The Petitioner is entitled to withdraw above said amount from this Hon'ble Court after she withdraw above said cases or after the day of decree of divorce.

12) Both the parties shall not interfere in each others life after passing the decree and both shall not harassed each other after passing the decree shall not file any civil and criminal proceeding against each other on the basis of past matrimonial

events.

13) In view of said consent terms there are no dues and claims of whatsoever nature against each other in respect of movable and immovable property also in future.

14) Both the parties undertake to abide by these consent terms and the same are binding upon both of them.

15) The above consent terms have been read over by the parties and explain in Marathi, they have understood the same and both the parties have voluntarily signed on consent terms.”

6. Respondent No. 1 as well as petitioner No. 1 are present before this Court. They admit having filed consent terms before the Family Court, Thane. They confirm the contents of the said consent terms. Learned counsel for the petitioners submits petitioner No. 1 has already deposited Rs. 6 Lakhs before the Family Court in compliance with clause Nos. 7 and 8 of the consent terms and that the third installment of Rs. 3 Lakhs will be deposited before the Family Court on or before the date of decree of divorce.

7. In ***Jitendra Raghuvanshi v/s. Babita Raghuvanshi and anr¹***, the Apex Court has observed that it is the duty of the Courts to encourage genuine settlements of matrimonial disputes. It is held that 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 its extraordinary jurisdiction.

8. In ***Rangappa Javoor vs. State of Karnataka²***, the Apex Court has reiterated that in cases of offences relating to matrimonial disputes, if the court is satisfied that the parties have genuinely settled the disputes amicably, then for the purpose of securing ends of justice, criminal proceedings inter se parties can be quashed by exercising the powers under article 142 of the Constitution of India or under Section 482 of Code of Criminal Procedure, 1973.

1 (2013) 4 SCC 58

2 AIR ONLINE 2023 SC 206

9. Since the parties have now settled their matrimonial dispute amicably, in our considered view, this is a fit case to exercise power under article 226 of the Constitution of India and to quash the proceedings. Hence, the following order:

- (i) Writ Petition is allowed in terms of prayer clause (a).
- (ii) RCC No. 17 of 2021, pending on the file of Court Room No. 13 JMFC Vashi, Navi Mumbai arising from Crime No. 11 of 2020 registered with Koparkhairane Police Station, District Thane is hereby quashed.

(N.R. BORKAR, J.) (SMT. ANUJA PRABHUDESSAI, J.)