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

+ **CRL.M.C. 654/2023**

ASHOK KUMAR & ANR.

..... Petitioners

Through: Mr. Amit Shrivastava, Advocate with
petitioners in person.

versus

STATE OF NCT OF DELHI & ANR.

..... Respondents

Through: Mr. Digam Singh Dagar, APP for the
State with SI Sandeep Kumar, PS
Uttam Nagar.

Mr. S.K. Alok with Mr. Sachin
Kumar Sarathi, Advocates for
respondent No.2.

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Date of Decision: 01st February, 2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

Crl.M.A.2571/2023 (exemption)

Exemption allowed subject to all just exceptions.

CRL.M.A. 2572/2023 (for condonation of delay in re-filing)

For the reasons stated in the application, the application is allowed.

The delay in re-filing the petition is condoned.

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1. The present petition has been filed for quashing FIR No.574/2021 registered under Sections 406/498A IPC at PS Uttam Nagar, Delhi. The said FIR was lodged at the complaint of the respondent No.2/wife.

2. Facts in brief are that the marriage between Petitioner no. 1 and respondent no. 2/complainant was solemnized on 25.01.2019 as per Hindu rites and customs. No child was born out of this wedlock. After some time owing to temperamental differences both the parties started residing separately since 03.08.2019. Consequently, respondent no. 2/complainant lodged the present FIR against the Petitioners herein.

3. Learned counsel submits that the Chargesheet has been filed and the matter is pending before the learned MM (Mahila Courts), Dwarka Courts, New Delhi. However, during the proceedings, due to the intervention of family members and well-wishers, the parties have settled all their disputes amicably and arrived at a Settlement dated 12.05.2022 before the Mediation Centre, Dwarka Courts, New Delhi on the following terms and conditions:

“(a) The respondent no. 1/husband and the complainant/wife shall seek divorce by mutual consent.

(b) The respondent no. 1/husband shall pay a total sum of Rs. 17,00,000/- (Rupees Seventeen Lacs Only), by way of demand draft, to the complainant/ wife towards full and final settlement of the claims regarding dowry, Istridhan permanent alimony and maintenance (past, present and future) as under:-

(i) The respondent no. 1/husband shall pay Rs. 5,65,000/- (Five Lacs Sixty-Five Thousand Only) to the complainant, wife at the time of recording the first motion petition U/S 13(B) (1) of HMA which shall be jointly filed by the parties on or before 31.05.2022.

ii. The respondent no. 1/husband shall pay Rs.5,65,000/- (Five Lac Sixty-Five Thousand Only) to the complainant, wife at the time of recording the second motion petition. Both the parties shall move second motion petition for divorce within 15 days of minimum statutory period of any time sooner as per law u/s 13(B) (2) of HMA.

iii. The respondent no. 1/husband shall pay Rs. 5,70,000/- (Rupees Five Lacs Seventy-Thousand Only) to the complainant /wife at the time of recording of statement of the parties in a petition for quashing of FIR mentioned at SI no. 1 in the list of connected cases to be filed by the respondent no. 1/husband before the concerned court within 1 month of passing of decree of divorce.

(c) The complainant/ wife shall withdraw the present case from Ld. Referral Court within 1 weak after the recoding of statement of the second motion petition u/s 13B(2) of HMA.

(d) The respondent no. 1/husband shall also withdraw the above-mentioned connected the case mentioned at SI No. 2 in the list of connected the cases from the Ld. Family Court within 1 weak after the recording the statement of the second motion petition u/s 13B (2) of HMA.

(e) In case the respondent no. 1/husband refuses to abide by the term and condition of the present settlement, the amount paid by the respondent no. 1/husband will be forfeited by the complainant/wife.

(f) In case the complainant/wife refuse to abide by the terms and conditions of the present settlement, she shall be liable to

return the double amount received by her from the respondent no. 1/husband.”

4. Learned Counsel for the petitioner submits that as per the above settlement agreement/compromise deed dated 12.05.2022 the parties have resolved all their disputes amicably. It has been agreed between the parties that the petitioner shall pay a sum of Rs.17,00,000/- towards full and final settlement of the entire dispute to the respondent no. 2/complainant.

5. Learned Counsel for the petitioners submits that since the parties have resolved all their disputes therefore, it would be in the interest of justice to quash FIR No.574/2021 registered under Sections 406/498A IPC at PS Uttam Nagar and all the proceedings emanating therefrom.

6. Both the parties are present in court and have duly been identified by the IO. Respondent no. 2 submits that she has entered the settlement voluntarily without any fear, force, or coercion. She submits that in terms of the settlement, the last installment of Rs.5,70,000/- has been paid to her by way of a Demand Draft bearing No.045731 dated 21.12.2022 drawn on Axis Bank. She further submits that the other petitions have already been withdrawn or dismissed. The marriage between the parties has also been dissolved by a decree of divorce by mutual consent vide judgment dated 21.11.2022. Respondent no. 2 submits that the petitioners have complied with the terms and conditions of the settlement and therefore, she has no objection if FIR No. 574/2021 registered under Sections 406/498A IPC at PS Uttam Nagar and all proceedings emanating therefrom are quashed.

7. Both the parties state that divorce decree by way of mutual consent has also been granted by the learned Principal Judge, Family Court, South West District, Dwarka Courts, Delhi vide judgment dated 21.11.2022.

8. The dispute between the parties has been settled and continuance of FIR No. 574/2021 would serve no useful purpose and may cause prejudice to the petitioner and be an exercise in futility. The chances of conviction would also be bleak and remote, given that the parties do not wish to pursue the present complaint on account of the settlement. I do not see any reason to reject the settlement. It is better to put a quietus to the dispute in view of the settlement deed arrived at between the parties voluntarily without any force, fear and coercion. The Supreme Court and this Court have time and again held that cases arising out of matrimonial differences should be put to a quietus if the parties have arrived upon a genuine settlement. Reliance can be placed on *B.S. Joshi v. State of Haryana*, (2003) 4 SCC 675; *K. Srinivas Rao v. D.A. Deepa*, (2013) 5 SCC 226; *Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another*, 2019 SCC OnLine Del 8179).

9. Taking into account the totality of facts and circumstances of the case, this Court considers that the parties have entered into a genuine settlement out of their own free will and without any fear, force or coercion. They should be given an opportunity to lead their lives peacefully. No useful purpose will be served in continuing with the trial.

10. In light of the above, FIR No.574/2021 registered under Sections 406/498A IPC at PS Uttam Nagar and all the other proceedings emanating therefrom are quashed.

11. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

FEBRUARY 01, 2023/st