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

+ **CRL.M.C. 421/2022**

VIKAS GUPTA

..... Petitioner

Through: Mr.G.K.Kaushik, Mr.Abhinav
Kaushik and Mr.Prafulla, Advts. with
petitioner in person.

versus

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

Through: Mr.Hemant Mehla, APP for the state
with Mr.Dipanshu Meena, Advocate
SI Durgesh, PS Bindapur
Respondent no.2 in person (through
VC)

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Date of Decision: 24.08.2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. Present petition has been filed under Section 482 Cr.P.C. for quashing of FIR No. 0865/2021 dated 28.09.2021 registered under Section 498A/406/34 IPC at PS Binda Pur, Delhi, and all consequential proceedings emanating therefrom. The said FIR was lodged on the statement of the respondent No. 2/wife.
2. Briefly the facts are that the marriage between the petitioner No.1/husband and respondent No.2/wife was solemnized on

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01.03.2020 as per Hindu rites and customs. No child was born out of the wedlock. It has been stated that this was the second marriage of both the parties, who have children from their first marriages. However, owing to temperamental differences both the parties started residing separately since 14.07.2020. Subsequently, respondent No. 2 filed a petition under section 13 (1) (i) (ia) along with an application under section 14 of HMA, bearing HMA No. 1502/2020. Respondent No. 2 also filed a maintenance petition under section 125 CrPC bearing MT No. 64/2021 and a complaint under DV Act bearing MC No. 494/2021. Thereafter the respondent No. 2 got registered the present FIR against the petitioners herein.

3. Learned counsel for the petitioner submits that during the pendency of the above-mentioned cases, the matter was referred to counselling before the Counselling Cell, Family Court, Dwarka Courts, and the parties with the intervention of Courts and family members amicably settled vide settlement agreement dated 08.10.2021 on the following terms and conditions:

“1.The parties have agreed to dissolve their marriage by mutual consent in accordance with the law as provided under Section 13(B) of the Hindu Marriage Act.

2. It is agreed between the parties that husband shall pay to wife a sum of Rs.Three lakhs (03 lakhs) as a full and final settlement (against stridhan and dowry, maintenance towards past, present and future qua this marriage) in 02 installments by way of DD/pay order.

3. It is further agreed between the parties that husband will pay Rs.01 lakh (one lakh) to the wife at the time of recording the statement of first motion. it is agreed between the parties that



petitioner and respondent shall take divorce by way of mutual consent by way of DD/pay order.

4. It is further agreed between the parties husband will pay Rs.02 lakhs (two lakhs) to the wife at the time of the recording the statements of second motion by way of DD/pay order.

5. It is further agreed between the parties that the respondent shall pay Rs.Nil to the petitioner at the time of quashing of FIR No. not known under section 498A,406,34 IPC PS Mohan Garden in Hon'ble High Court of Delhi within ____ after Second Motion and Petitioner/wife shall cooperate and sign all the necessary affidavit & do the needful in quashing of FIR.

6. It is further agreed between the parties that the first motion petition shall be filed on or before 30.10.2021 and second motion petition shall be filed soon after the completion of the statutory period of the order under section 13-B(1) of HMA.

7. There is/are child/children namely Baby Priyanshi aged 10 years from firstmarriage, who is/are living with the mother. It is agreed among the parties that the custody will be with mother. The N.A. will not have visitation rights.It is further agreed between the parties that petitioner/wife will shall cooperate in quashing of FIR, if registered.

8. It is further agreed between the parties that petitioner/respondent will withdraw the present case of HMAwhich is pending in the present court during recoding of statement for first motion. Petitioner shall withdrawher pending case of 125 Cr.PC after first motion and before second motion.

9. It is further between the parties that they have understood the terms and conditions of the settlement in vernacular.

10. It is further agreed between the parties that they shall remain bound with the aforesaid terms and conditions as mentioned in the settlement.

11.All the matter relating to this marriage either civil or criminal are settled and neither the parties nor their relatives shall make any claim against each other at any time of future in any court of law/police station etc.



12. The above settlement is with respondent to all claim of wife past, present and future alimony stridhan, maintenance, pending of maintenance, articles, property etc.

13. It is agreed between the parties that if either of the parties commits breach or default of this mutually settlement after the first motion if wife backs out the amount taken at the time of first motion shall be returned to husband with 2 % interest per month and if husband backs out the amount given at the time of first motion shall stand forfeited by the wife.

14. The parties have agreed on each and every terms as recorded in the settlement agreement, after carefully reading over and fully understanding and appreciating the contents, scope and effort thereof, as also the consequence of the breach thereof, payment of the file/penalty as mentioned above.

15. The terms and conditions mentioned in the settlement have been understood in vernacular. The above said settlement is arrived at between the parties out of their own free will, volition and consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (both of law and fact), in any form whatsoever and the parties agreed that the settlement/agreement has been correctly recorded as per the agreed terms and conditions.”

4. Ld. Counsel submits that in terms of the above settlement the parties have already been granted divorce by mutual consent by the Ld. Judge, Family Court, Dwarka Courts, vide judgement dated 17.10.2022. Ld. Counsel submits that the entire settled amount of Rs. 3,00,000/- has already been paid to the respondent No. 2 towards full and final settlement. Ld. Counsel submits that in terms of the settlement all the litigations pending between the parties have also been withdrawn. Ld. Counsel submits that the present FIR stems from a matrimonial dispute which stands amicably settled and therefore no



useful purpose would be served if the present complaint is kept pending.

5. Petitioners are present in person and respondent No. 2 is appearing through VC. All parties have been duly identified by the IO. Respondent No. 2 states that she was married to the petitioner No.1 on 01.03.2020 and no child was born out of the wedlock. She states that this was their second marriage. She states that she has a daughter from her previous marriage and the petitioner No.1 has two children from his previous marriage. She states that the parties have already been granted divorce by mutual consent vide judgement dated 17.10.2022. She states that she has voluntarily settled the matter with the petitioners vide Settlement Agreement dated 08.10.2021 without any fear, force or coercion and has no objection if the present FIR and all consequent proceedings arising therefrom are quashed. She further states that in terms of the settlement the petitioner No.1 has already paid her the entire settled amount of Rs. 3,00,000/-. She states that she has no grievance remaining against the petitioners and does not wish to pursue the present complaint.
6. I have considered the submissions. The present FIR stems from a matrimonial dispute. The parties have settled all their differences amicably and have already been granted divorce by mutual consent. Respondent No. 2 has stated that she no longer wishes to pursue the present FIR. The chances of conviction would be bleak given that the complainant does not wish to pursue the present complaint on account



of the amicable settlement. In such circumstances continuance of the present FIR would serve no useful purpose and may cause prejudice to the petitioner and be an exercise in futility. There is no reason to reject the settlement which has been arrived at voluntarily between the parties. This court considers that it is better to put a quietus to the dispute in matrimonial matters where the wrong is basically private or personal in nature and the parties have amicably resolved their entire dispute. The Supreme Court and this Court have time and again held that cases arising out of matrimonial differences should be put to 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.

7. Considering the totality of the facts and circumstances of the case and in view of the submissions of the respondent no.2/complainant, the case FIR No. 0865/2021 dated 28.09.2021 registered under Sections 498A/406/34 IPC at PS Binda Pur, Delhi, and all subsequent proceedings arising therefrom are quashed.
8. Accordingly, the present petition stands disposed of.

DINESH KUMAR SHARMA, J

AUGUST 24, 2023

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