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

+ **CRL.M.C. 522/2022**

RAVI KANT GAUTAM & ORS.

..... Petitioner

Through: Mr.Saksham Kathuria and Mr.Bhim
Kishore along with all the petitioners
in person.

versus

STATE OF DELHI & ANR.

..... Respondents

Through: Mr.Digam Singh Dagar, APP for the
State.
SI Ajay Sharma, PS Kalyanpuri
Mr.Abhishek Kumar, Adv. for R-2.
with R-2 in person.

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Date of Decision: 22.05.2023

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 seeking quashing of FIR No.491/2005 dated 15.09.2005 registered under Section 498A/406/34 IPC at PS Kalyanpuri.
2. Briefly stated facts of the case are that the parties got married on 19.02.1999 according to Hindu Rites and Ceremonies. There is one child namely, Inderjeet who was born on 16 October, 2000. Whereas due to temperamental differences the parties started living separately and due to the disputes arisen between the parties the present FIR was lodged at the statement of Respondent No.2.

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3. However it is submitted that during the pendency of the proceedings the parties entered into an amicable settlement vide Settlement/MoU deed dated 12th March 2021. After which in continuation of this MoU another MoU dated 7.11.2022 was entered into. It is further submitted that the Decree of Divorce has also been granted vide order dated 18.11.2021. Therefore, the present FIR may be quashed.
4. The MoU dated 07 November 2022 has the following terms and conditions:
 - a. It is agreed between the parties, that the first party no.1 shall pay a sum of Rs. 15,000/- (Rupees Fifteen Thousand only) per month from his salary amount to the second party and if the amount of the salary of the first party no.1 exceeds, then 50% of the total salary amount, which he would receive in future shall be payable to the second party as full and final settlement towards her entire Istridhan, past, present and future maintenance and permanent alimony.*
 - b. It is agreed between the parties, that he was in Government Job, but due to some reason, he has been expelled from his services temporally while in future, he has every aspect that he would be taken back on his services as the matter is pending before the Hon'ble court and on his acquittal in the matter, he would be entitled for his back lock salary as well as other benefits. In such situation. the first party no. 1 shall pay the total amount of 50% of the amount to the second party that will be received by first party No.1 from his employer including the benefits of retirement.*
 - c. It is agreed between the parties, that after obtaining divorce from the court of law, the first party no.1 shall make regular payment of Rs.15,000/- in lieu of maintenance to the second party and their child and if the amount of the salary of the first party no.1 exceeds, then 50% of the total salary amount, which he would receive in future shall be payable to the second party as full and final settlement towards her entire Istridhan, past, present and future maintenance and permanent alimony.*

d. It is agreed between the parties that the conditions as mentioned in para no.5, 6, & 7 of the earlier MOU dated 12.03.2021 stand still

e. It is agreed between the parties that the second party undertakes that she will cooperate to quash the present FIR No.491/2005. U/s 307/498-A/406/34 IPC, P.S. Kalyanpuri. Delhi and the second party shall give her statement/NOC in this regard before Hon'ble High Court of Delhi.

f. It is agreed between the parties, that both the parties shall not file any case or complaint etc. against each other and against the family members of each other in future.

g. It is agreed between the parties that none of the parties shall withdraw their consent from the present MOU after signing the same and if any of the party withdraw the same, then the other party shall be at liberty to take legal action against the defaulting party.

5. Learned counsel for the petitioner submits that since the petitioner is out of job and is likely to be employed only after the present proceedings are over, the maintenance in terms of the settlement shall be paid. It has further been submitted that in order to cover the risk, a sum of Rs.2,20,000/- has already been paid by the petitioner to the respondent No.2. Respondent no.2 has also submitted that she has received Rs.2,20,000/-. She has further stated that in terms of the settlement, the petitioner shall start paying monthly maintenance at the rate of 15,000/- per month or in case the salary is more than Rs.30,000/-, then 50% of the total salary which the petitioner would receive in future, shall be paid by him.

6. The child born out of the wedlock has already become major. It has been submitted that the settlement shall not affect the right, title or interest of the son.
7. IO has duly identified the parties.
8. It has repeatedly been held by the Apex Court that in the matrimonial disputes, if the parties have settled the matter between themselves amicably, it is the duty of Courts to encourage the same. Reliance can be placed on *B.S. Joshi v. State of Haryana*, (2003) 4 SCC 675; *Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another*; 2019 SCC OnLine Del 8179.
9. I consider that there would be no purpose of continuing with the trial as the parties have entered into the settlement voluntarily without any fear, force and coercion, and have decided to give quietus to the proceedings. It was a matrimonial dispute which has been amicably settled.
10. In terms of the settlement, FIR No.491/2005 dated 15.09.2005 registered under Section 498A/406/34 IPC at PS Kalyanpuri and all the proceedings arising therefrom are quashed.
11. Present petition stands disposed of.

DINESH KUMAR SHARMA, J

MAY 22, 2023

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