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

+ **W.P.(CRL) 1028/2023**

**KAPIL NEHRA & ORS.** ..... Petitioners

Through: **Mr. H.S. Yadav, Advocate.**

versus

**THE STATE ( NCT OF DELHI) & ANR.** ..... Respondents

Through: **Mr. Rahul Tyagi, ASC for State with  
Mr. Jatin, Mr. Aashish Chojar and  
Ms. Jagrati Khanna, Advocates with  
SI Kunal Kumar, PS Sector-23,  
Dwarka.**

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*Date of Decision: 27.04.2023.*

**CORAM:**

**HON'BLE MR. JUSTICE DINESH KUMAR SHARMA**

**J U D G M E N T**

**DINESH KUMAR SHARMA, J. (Oral)**

**CRL.M.A. 9596/2023**

Exemption allowed subject to just exceptions.

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1. The present petition filed seeking quashing of case FIR No. 411/2020 under Section 406/498A/34 IPC registered at P.S. Sector 23 Dwarka.
2. Brief facts of the case are that marriage between petitioner No.1 and respondent No.2 was solemnized on 07.05.2014 according to Hindu rites and customs. However, due to some temperamental differences and non-compatibility petitioner No.1 and respondent No.2 were not able to continue

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their matrimonial relationship and thereafter from 16.09.2019 both parties started residing separately from each other. Thereafter, respondent No.2 filed a complaint before the CAW Cell, Sector-9, Dwarka, New Delhi against the petitioners which was later on converted into an FIR No.411/2020 dated 12.10.2022 U/s 406/498A/34IPC in P.S. Sector 23 Dwarka. No child was born out of the said wedlock.

3. Learned Counsel for the petitioner submits that during the pendency of the proceedings, the parties have amicably settled their disputes. He submits that the parties have entered into a Mediation settlement dated 26.04.2022 before the Mediation Centre, Dwarka Courts on the following terms and conditions:

*a) The petitioner/wife and the respondent/husband shall seek divorce by mutual consent.*

*b) The respondent/husband shall pay a sum of Rs. 20,00,000/- (Rupees twenty lacs only) to the petitioner/wife towards full and final settlement of all her claims regarding permanent alimony, stridhan and maintenance (past, present and future).*

*c) The settled sum of Rs. 20,00,000/- (Rupees twenty lacs only) shall be paid by the respondent/husband to the complainant/wife in three instalments by way of demand draft, as under :-*

*(i) First instalment of Rs. 7,00,000/- (Rupees seven lacs only) shall be paid by the respondent/husband to the petitioner/wife at the time of recording of their joint statement in the first motion petition u/s.13-B(1) of HMA, which shall be jointly filed by them on or before 30.05.2022.*

*(ii) Second installment of Rs. 7,00,000/- (Rupees seven lacs only) shall be paid by the respondent/husband to the petitioner/wife at the time of recording of their joint statement in the second motion petition u/s.13-B(2) of HMA. Both the parties shall move*

*second motion petition for divorce within fifteen days of expiry of the minimum statutory period or any time sooner as per law.*

*(iii) Third installment of Rs. 6,00,000/- (Rupees six lacs only) shall be paid by the respondent/husband to the petitioner/wife at the time of quashing of FIR No. 411/20, u/s 498A/406/34 IPC PS Sector 23, before the Hon'ble High Court of Delhi.. The respondent/husband shall move appropriate petition for quashing of abovesaid FIR before the Hon'ble High Court of Delhi which shall be filed within one month from the date of decree of divorce. The petitioner/wife undertakes to appear before the Hon'ble High Court of Delhi and cooperate in the said proceedings.*

*6. The petitioner/wife shall withdraw the present case as well as abovementioned connected cases at Sr. no. 1 and 2 before the Court, within a week after recording of statement in the second motion petition u/s.13-B(2) of HMA.*

*7. Both parties shall withdraw any other complaint/petition etc filed by them against other party before any authority, forum etc within 30 days of decree of divorce.*

*8. It is further agreed between the complainant/wife and the respondent/husband that they would not file any case in future against each other and / or their respective family members in connection with this marriage, Both the parties will not be left with any grievance against each other as well as their respective families.*

*9. Both the parties shall make appropriate statements before the concerned courts and shall cooperate with each other in all the legal proceedings, so as to give effect to this settlement.*

*10. In case any party does not abide by the terms and conditions of this settlement, the other party shall be at liberty to take appropriate action as per law.*

*11. The parties shall be bound by the terms and conditions as mentioned above.*

*12. Both the parties shall bear their respective cost of litigation.*

*13. By signing this settlement, both the parties state that they have no further dispute against each other in respect of the present case as well as above mentioned connected cases and all the disputes and differences in this regard have been amicably settled by them during the mediation.”*

4. Learned Counsel for the petitioner also submits that pursuant to the settlement the parties filed a petition for the divorce by mutual consent and the same has been granted vide decree dated 14.11.2022 passed by Learned Judge, Family Court, Dwarka, New Delhi. He further submits that since the parties have amicably settled their disputes, it would be in the interest of justice if the present FIR and all the consequential proceedings emanating therefrom are quashed.

5. Parties are present in court and have duly been identified by the IO. She states that in terms of the settlement, a demand draft of Rs. 6,00,000/- (Rupees Six Lacs only) vide DD No. 551182 dated 20.04.2023 in the name of Sarika drawn from State Bank of India has been paid to her in the court today. She also states that she is the owner of the property at Shakambar Nagar, Sikar, near Jhunjhunu Bypass, Piprali Road Samarthpura and that the said property was purchased by her from her own resources however, in the sale deed her name has been mentioned as the wife of the petitioner no.1. Respondent no.2 states that after this settlement, the petitioner shall have no right in regard to this property. Petitioner also undertakes that he will have no right title or interest to this property after the settlement. The parties are held bound by their statements.

6. I have heard the submissions made by the parties. It is clear that the FIR under reference has a matrimonial genesis and the parties have now amicably resolved their disputes. Supreme Court and this Court have repeatedly held that the cases arising out of matrimonial differences should be put to a quietus if the parties. It is also pertinent to note that an affidavit of respondent no. 2 has also been placed on record which confirms that she has no objection if the FIR under reference along with all the consequential proceedings is quashed.

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

8. Accordingly, FIR No. 411/2020 under Section 406/498A/34 IPC registered at P.S. Sector 23 Dwarka and all the proceedings emanating therefrom are quashed. The petition along with all the pending applications stands disposed of.

**DINESH KUMAR SHARMA, J**

**APRIL 27, 2023/AR**