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

+ **CRL.M.C. 2876/2023**

SH. NISHANT WALIA & ORS. Petitioners

Through: Mr.D.V.Goyal, Advocate with
petitioners in person.

versus

THE STATE GOVT. OF NCT OF DELHI & ANR.

..... Respondents

Through: Mr.Digam Singh Dagar, APP for the
State.

SI Satnarayan, PS Jaitpur.

Mr.M.K.Pervez, Adv. for -2 with R-2
in person.

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Date of Decision: 25.04.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 10786/2023 (exemption)

Exemption is allowed subject to all just exceptions.

Application stands disposed of.

CRL.M.C. 2876/2023

1. This is a petition for quashing of case FIR No.0061/2021 dated 08.02.2021 registered under Sections 498A/406/34 IPC at PS Jaitpur, South-East 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 26.04.2018 as per Hindu rites and customs in Delhi. No child was born out of this wedlock. However, owing to temperamental differences the parties started living separately from August 2020. Thereafter, respondent no. 2/complainant got registered a complaint before CAW Cell, Niwaspur Delhi which culminated into the present FIR against the petitioners. Chargesheet is stated to have been filed and the matter is pending adjudication before the learned MM, Saket Courts, Delhi.
3. Besides the present FIR, the Respondent. No.2 filed a complaint u/s 12 of DV Act against the petitioners which is pending before the court of Ld. MM, THC, Delhi. It has been submitted that however, while the proceedings were underway the parties amicably settled all their disputes, and it was agreed that the parties will file for mutual divorce.
4. Ld. Counsel submits that the parties have now amicably resolved all their disputes vide Settlement-cum-Compromise Deed dated 11.10.2022 on the following terms and conditions:

“1. That both the parties mutually agreed that the second party will pay a total settlement amount of Rs.10,00,000/- (Rupees ten lacs only) for the permanent, future alimony of the first party as full and final settlement amount.

2. That the first party shall withdraw the complaint case U/S 12 of D.V. Act listed for 27.10.2022 pending in the Ld. Court of Ms. Jyoti Maheshwari, Ld. M.M. (Mahila Court) Distt. Central, Tis Hazari Courts, Delhi and the second party shall pay a sum of Rs.1,00,000/- (Rupees one lac only) through DD/ RTGS at the time of withdrawing the said case.



3. That as settled, both the parties shall file the petition under Section 13-B (1) of HMA for granting the divorce by way of mutual consent. The second party shall pay a sum of Rs.3,00,000/- (Rupees three lacs only) to the first party - at the time of recording the statement of the parties in the First Motion divorce petition.
4. That the first party shall withdraw the petition under Section 125 Cr.P.C. on the same day when the first motion divorce petition listed/ allowed for recording the statement of the parties.
5. That after the expiry of one month, both the parties shall file the second motion petition under Section 13-B (2) of HMA with application for waiving of six months statutory period, the second party shall pay a sum of Rs.3,00,000/- (Rupees three lacs only) to the first party at the time of recording the statement in the said petition.
6. That thereafter, second party shall file petition under Section 482 Cr.P.C. for quashing of the FIR Bearing No.61/2021; P.S. Jaitpur, New Delhi; U/S 406/498- A/506/34 IPC; against the accused persons. The second party shall pay a sum of Rs.3,00,000/- (Rupees three lacs only) to the First Party before the Hon'ble High Court of Delhi at the time of quashing of said FIR. The First Party shall cooperate and give her No Objection / Affidavit in filing and quashing of the FIR in the Hon'ble High Court of Delhi.
7. That the second party shall withdraw the petition under Section 13 (ia) of HMA filed against the first party before the Principal Judge, Family Courts, District Court Gurugram at Gurugram (Haryana).
8. That it is agreed between the parties to cooperate in signing, filing and completion of second motion as and when called by the Hon'ble Family Court, Distt. Central Tis Hazari Courts, Delhi. Both the parties will bear own litigation expenses / charges.
9. That it is agreed between the parties that the First party will have no right to claim whatsoever for maintenance permanent alimony or any other claim from the second party in future and



if she does so it shall be treated as null and void and both the parties will not file any claim against each other.

10. That it is agreed between the parties have entered into this settlement / compromise deed with their free will, consent, thereat, and without any kind of undue pressure whatsoever in any manner and all the terms and conditions of the present Compromise Deed are of binding of nature on both the parties as per law.

11. That the contents of the present Settlement Deed are read over and explained to both the parties and both the parties are accepted the same are true and correct.”

5. Ld. Counsel submits that in terms of the above settlement, the parties no longer have any grievance remaining against each other. In terms of settlement, the parties have also been granted divorce by mutual consent vide judgement dated 02.03.2023 of the Ld. Principal Judge, Family Courts, Central District, THC, Delhi. Ld. Counsel submits that since parties have settled, no useful purpose would be served in continuing with the present complaint. It has been submitted that the petitioner has already paid Rs. 7 lakhs to the respondent No.2/complainant and the remaining Rs. 3 lakhs is to be paid today.
6. The parties are present in person and have been duly identified by the IO. Respondent No.2/complainant states she has resolved all her disputes with the petitioners and has no grievance against the petitioners. She states that the parties have already been granted mutual divorce vide judgement dated 02.03.2023. She states that she no longer wishes to pursue the present complaint and has no objection if the same is quashed. Both the parties have stated that they have entered into the settlement voluntarily without any fear, force or coercion. She states that out of the total settled amount of



Rs.10,00,000/- she has already received Rs. 7,00,000/- from the petitioner. She states that the remaining amount of Rs. 3,00,000/- has been received by her today by way of demand draft bearing DD No.032169 dated 17.04.2023 drawn on Axis Bank in the name of Simran Walia.

7. I have considered the submissions. Divorce by mutual consent has already been granted to the parties. The complainant/ respondent No.2 does not wish to pursue the present FIR. The chances of conviction would be bleak and remote, 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. I do not see any reason to reject the compromise. 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.
8. Considering the totality of facts and circumstances of the case and in view of the submissions of respondent no.2/ complainant, the case

Neutral Citation Number is 2023:DHC:4216



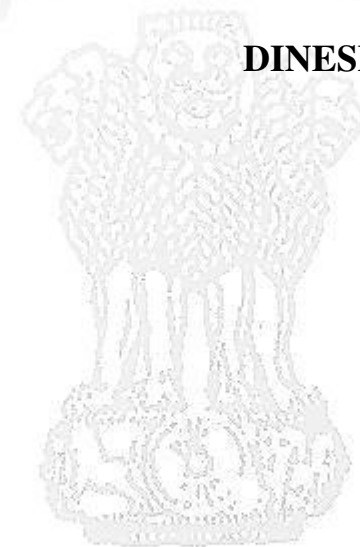
FIR No.0061/2021 dated 08.02.2021 registered under Sections 498A/406/34 IPC at PS Jaitpur, South-East Delhi and all proceedings emanating therefrom are quashed.

9. Accordingly, the present petition stands disposed of.

DINESH KUMAR SHARMA, J

APRIL 25, 2023

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