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

+ W.P.(CRL) 1156/2023, CRL.M.A. 10892-10893/2023

SIDDHARTH VASHISTH & ORS. Petitioners

Through: Mr.Jagjit and Mr.Kuldip Singh,
advocates

versus

THE STATE & ANR. Respondents

Through: Mr.Sanjay Lao, ASC (Crl.) with
Mr.Abhinav Kumar Arya, advocates
Mr.Manoj Kumar and Mr.Kapil
Sharma, Advocates for R-2.
SI Neelu, PS Bindapur, Distt.Dwarka

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+ W.P.(CRL) 1134/2023, CRL.M.A. 10721-10722/2023

SIDDHARTH VASHISTH Petitioner

Through: Mr.Jagjit and Mr.Kuldip Singh,
Advocates

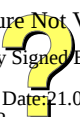
versus

THE STATE NCT OF DELHI AND ANR. Respondents

Through: Mr.Sanjay Lao, ASC (Crl.) with
Mr.Abhinav Kumar Arya, advocates
Mr.Manoj Kumar and Mr.Kapil
Sharma, Advocates for R-2.

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+ W.P.(CRL) 1135/2023, CRL.M.A. 10723-10724/2023

NIDHI & ORS.

..... Petitioners

Through: Mr.Manoj Kumar and Mr.Kapil
Sharma, Advocates

versus

THE STATE (NCT OF DELHI) AND ANR. Respondents

Through: Mr.Sanjay Lao, ASC (Crl.) with
Mr.Abhinav Kumar Arya, advocates
Mr.Jagjit and Mr.Kuldip Singh, Adv.
for R-2.

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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)

1. Present petitions have been filed seeking the quashing of FIRs that were filed between the parties, the details of the FIRs are as follows:

1.FIR No. 713/2021 registered at the complaint of Nidhi under section 498A/406/34 IPC at PS Binda Puri regarding which W.P.(Crl.) 1156/2023

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2. FIR No. 159/2021 registered at the complaint of Nidhi under section 323/341/354B/506/509/34 IPC at PS Prashant Vihar regarding which W.P.(Crl.) 1134/2023

3. FIR No. 160/2021 registered at the complaint of Siddharth Vashisth under section 323/341/506/34 IPC at PS Prashant Vihar regarding which W.P.(Crl.) 1135/2023

2. It has been submitted FIRs were filed as a consequence of matrimonial disputes between the parties. He submits that the marriage between Siddharth and Nidhi was solemnised according to Hindu rites and customs on 21.02.2020. He submits that the marriage was duly consummated but no child was born out of this wedlock. Further, it has been submitted that due to temperamental differences and mental incompatibility, the parties started living separately since 21.06.2020 and instituted multiple litigations against each other and their respective families. However, it has been stated that with the intervention of relatives and respectable members of the society, parties have amicably settled their disputes and have also entered into Memorandum of Understanding dated 15.11.2020 the following terms and condition.

A. That the SECOND PARTY has agreed to pay the FIRST PARTY a consolidated a sum of Rs. 6,50,000/- and motor cycle of make Royal Enfield Bullet 350 of black colour with year of manufacture 2020 with Registration No. DL8SCT9593, in consideration of the full and final settlement amount of all the claims, alimony, maintenance, istridhan etc. And upon receipt of the said amount and the above mentioned motorcycle the first party will not have claim of any right, title, interest, maintenance, alimony or any claim of whatsoever nature from the second. All the claims, rights of the FIRST PARTY are hereby settled in full and final manner and by the present MOU the FIRST PARTY gives up all her claims if any





emerges in future. The mode of payment of the settlement amount is as follows: The SECOND PARTY will pay sum of Rs. 2,00,000/- (Rupees Two Lakh only) by way of DD along with delivery of Royal Enfield Motorcycle at the time of recording of the statement of the First Motion before the Hon'ble Court. Thereafter the sum of Rs. 2,00,000 (Rupees Two Lakh Only) by way of DD at the time of recording of the statement in the Second Motion before the Hon'ble Court. Both the parties will withdraw their respective cases of Judicial Separation and Domestic Violence, which were filed by them, after recording of statements of first motion and second motion and remaining amount of Rs. 2,50,000/- (Rupees Two Lakh and Fifty thousand only) by way of DD at the time of recording of statements before the Hon'ble High Court at New Delhi in quashing of above noted 3 FIRs.

B. That it is further agreed between parties that in case the FIRST PARTY at any future point refuses to abide by the terms of present memorandum of understanding or refuses to sign or withdraws her consent, then the aforesaid amount, which was received by the FIRST PARTY, shall be returned back to the SECOND PARTY along with an interest of 24% per annum. Further, in case the SECOND PARTY refuses to abide by terms of the memorandum of understanding or refuses to sign or withdraws his consent at the time of First Motion, Second Motion Petition for Divorce by Mutual Consent or at the time of quashing of the above noted 3 FIRs, the amount paid by SECOND PARTY before the court shall stand forfeited in favour of the FIRST PARTY. And that both the parties will have every right to take recourse to her/his legal rights which are available to her/him before appropriate forum or court of law

C. That the parties to the present MOU declare that this understanding has been moved mutually, without any force, fraud or undue influence in any manner whatsoever and the parties are signing the present MOU as per their free will, choice consent.

D. The parties to the MOU, hereby agree that the FIRST PARTY and the SECOND PARTY shall file a mutual divorce petition in Delhi and both of them shall sign the necessary petition / documents/ affidavit and shall co-operate and appear before the Hon'ble court and shall tender their statement as and when require in this regard to take divorce from each other.



E. That the parties to the MOU, hereby agree that after the grant of divorce, the parties shall file a joint petition under Section 482 Cr.P.C., for quashing of the above mentioned cases vide FIR No.159/2021 U/s 323,341,354 B,506,34 LP.C, P.S. Prashant Vihar, Delhi, FIR No, 160/2021 UIs 323,341,506,34 I.P.C, P.S. Prashant Vihar and FIR No. 713/2021 U/s 498//406/34 I.P.C. P.S.Bindapur, Dwarka, before the Hon'ble High Court and it is being agreed, hereby, that the FIRST PARTY and SECOND PARTY shall appear in person before the Hon'ble High Court as and when require and shall tender their voluntary statements before the Hon'ble High Court and the parties shall sign the necessary petition / documents / affidavit and shall co-operate in every manner in this respect. The FIRST PARTY and SECOND PARTY hereby, also gives the voluntarily statement and affirms that they have no objection if the FIR No. 159/21, reg. with P.S.-Prashant Vihar, FIR No. 713/2021 reg. with P.S. Bindapur, Dwarka, and FIR No. 160/2021 U/s 323,341,506,34 I.P.C, P.S.Prashant Vihar are being quashed and cancelled.

F. That from the date of signing of the present. MOU, parties to the present MOU, agree not to file any other complaint / petition of any other case proceedings in the Court of law seeking for any relief whatsoever.

G. That the FIRST PARTY shall not make any claim, right, title, interest in any of the assets or property of the SECOND PARTY.

3. Learned counsel submits that pursuant to the MoU, the marriage has been dissolved vide decree of divorce dated 30.11.2022. It has been submitted that as per settlement it was agreed between the parties that Siddharth shall pay Rs, 6,50,000/- and motor cycle of make Royal Enfield Bullet 350 of black colour with Registration no. DL8SCT9593 as full and final settlement of all the disputes between the parties.

4. The parties are present in court and have duly been identified by the IO. They state that since the marriage between the parties has been dissolved

vide decree of divorce dated 30.11.2022, they have no objection if the FIRs under reference are quashed. Affidavits of all the parties in this regard has also been placed on record.

5. Ms. Nidhi states pursuant to the settlement she has received Rs. 4,00,000/- previously and the remaining amount of Rs.2,50,000/- (Rupees two lakhs and fifty thousand only) has been paid today in court vide Demand draft no.298787 dated 19.04.2023 drawn on Indian Overseas Bank, Rohini.

6. It is a settled principle of law that the inherent powers under section 482 of the Code are required to be exercised to secure the ends of justice or to prevent abuse of the process of any court. Further, the High Court can quash non-compoundable offences after considering the nature of the offence and the amicable settlement between the concerned parties. 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 have reached an amicable settlement. Reliance may be placed upon: ***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. 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, all the FIRs bearing nos. FIR No. 713/2021 registered at the under section 498A/406/34 IPC at PS Binda Puri, FIR No. 159/2021

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registered under section 323/341/354B/506/509/34 IPC at PS Prashant Vihar and FIR No. 160/2021 registered under section 323/341/506/34 IPC at PS Prashant Vihar and all the proceedings menacing therefrom are quashed
All the petitions along with the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

APRIL 25, 2023

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