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

\+ CRL.M.C. 3063/2023

ANKIT HANDA & ORS. ..... Petitioners

Through: Mr. Pradeep Yadav, Adv.

versus

STATE & ANR. ..... Respondents

Through: Mr. Hemant Mehla, APP for the State with WSI Vandana PS Hari Nagar.

Mr. Bhalendu Mishra, Adv. for R-2

% ***Date of Decision:1st May, 2023***

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

JUDGMENT

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 11522/2023 (exemption)

Exemption is allowed subject to all just exceptions.

CRL.M.C. 3063/2023

1. The present petition has been filed under Section 482 Cr. PC seeking quashing of FIR 706/2021 registered at PS Hari Nagar, under Sections 498A/406/34IPC.

2. Brief facts of the case are that the marriage between Petitioner no. 1 and respondent no. 2 was solemnised on 16.01.2017 according to Hindu rites and customs. After their marriage, the parties started living separately in July 2020 due to serious differences and temperamental incompatibility. The present FIR was lodged on the statement of respondent no. 2/complainant namely Kavita Sarin. Allegations were made against Ankit Handa (Husband), Kuldeep Handa (Father-in Law) and Seema Handa (Mother-in-law), Sonia Handa (Sister-in law) and Amit Behl (Brother-in-law) regarding the demand for the dowry as well as the mental and physical cruelty inflicted upon the complainant.

3. Learned Counsel for the petitioners submits that during the pendency of the proceedings, the parties have amicably settled and compromised all the disputes between them in respect of FIR under reference. He also states that the terms of the settlement between the parties have been duly recorded in the Memorandum of Understanding/settlement deed dated 21.02.2022. The terms and conditions reads as under:

> "I. That both the parties shall lie appropriate petition for mutual consent divorce before the competent court of Law.
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> II. That as part of the Settlement Agreement it is agreed that the First Party shall pay a total sum of RS. 17,00,000/-(Rupees Seventeen Lakhs Only) towards full and final settlement of all the claims of the Second Party on account of her stridhan, maintenances, permanent alimony (past, present and future), compensation, etc. and the First Party further agrees to pay clear the entire loan amount standing (Loan Account Number

02501600028905 Dated 22. 13/2017-PUNJAB AND SIND BANK) in the name of the Second Party with regard to the business "AK HAIR STUDIO" till the finalization with the Bank, within one year from the date of first motion.

III. That the first party shall pay the above said amount of RS.17,00,000 /- (Rupees Seventeen Lakhs Only) to the first party in following manner).

a. That the First party shall pay Rs.6,00,000 (Rupees Six Lakh Only) by way of DD, i.e DD No.002078 issued by HDFC/BANK (Photocopy, of Same is Annexed Herein) in the name of Second Party are the same will be handed over to the Second Party at the time of recording of their joint statements in First Motion of Mutual divorce, before the concerned Court.

b) That the First party will pay a sum of Rs.6,00,000/- (Rupees Six LaC only) to the second party at the time of quashing of FIR No.706/2021 w/s:498A/406/34 IPC, P.S. Hari Nagar in the Hon' ble High Court of Delhi.

c) That the sum of Rs.5,00,000/- (Rupees Five lakh only) will be paid by the first paid as full and final payment to the Second Party the time of recording of statement in Second Motion or Mutual Divorce, before the concerned court, by way of DD.

IV. That the first motion of Divorce by way of Mutual Consent will be filed in Feb-2022 by the parties. That both First and Second Parties agreed IV. that the Second motion of Divorce by way of Mutual Consent shall be filed after clearance of Bank Loan (Loan Account Number 02501600028905 Dated 22 3/2017-PUNJAB AND SIND BANK) in the name of the second party with regard to the business "AK HAIR STUDIO" by the First Part: within one year after first motion.

V. That the second party shall co-operate for quashing of the FIR No. 706/2021, U/S:498A/406/3 IPC. P.S. Hari Nagar after clearance of Bank Loan Amount. make the above-mentioned application petition for divorce by the mutual consent.

VI. That the parties shall make the abovementioned joint application/petition for divorce by the mutual consent and for the first and second motion under section 13-B of the Hindu Marriage Act where the parties shall place a copy of the present Agreement Memorandum Understanding before the Concerned Court.

VII That both the: Parties agreed that if Second Party doesn't cooperate in quashing and Second Motion after clearance of Bank Loan Amount (Loan Account Number 02501600028905 Dated: 22/03/201 PUNJAB AND SIND BANK), then the Second Party will liable to pay the Bank loan settlement amount with 12% interest per annum Party and First Party will have all the right to recover the same the Court of Law and ii' he First Party failed to honour terms of settlement as per MOU then the Second Party will forfeit the amount taken in the First Motion.

VIII That after entering into the: present agreement, both the parties will not interfere in the line of each "other, in any manner, whatsoever.

IX. That the parties to the present agreement shall also withdraw/quashing all the cases/complaints, if any, filed by them against each other and their respective families and both of the parties also agreed to not to file any other suit, maintenance petition, claim, complaints or any other litigation against each of any forum, authority or courts after sign this MOU.

X. That after divorce between the parties there shall be no claim by either party lowers maintenance (past, present & future), claim for stridhan and articles and no other dispute or controversy left between the parties against each other.

XI That the both the parties shill bears their litigations cost on their own.

XII That the second party will c operate in every proceeding and be always available to visit before any authority whether presence is required to close the loan (Loan Account Number

02501600028905 Dated: 22/03/2017-PUNJAB ANL SIND BANK).

XIII. It is agreed between the parties that if either of the parties con breach or default of this mutually agreed settlement after the not motion if second party balls out, amount taken by the second party at the time of first motion shall be returned to the first party with 12 percent interest per annum and if the first party back Out the amount given at the time of first motion shall stand forfeited by the Second Party.

XIV That after signing the MOI and filing of First Motion Petition, First Party would go to DWAR KA SOUTH (SEC-9) Police Station and Hari Nagar police station any other police, request the I.0. to not carry out any her proceedings on her complaint which was given by second party against the first party till final disposal of the disputes between the Parties. That if the Second Party fails to comply with this condition and the FIR got registered by the police officials of Dwarka South then the Second Party shall be liable to bear litigation cost to quash the FIR or the first party will not liable pay or clear the loan amount.

XV. That it is agreed by both the Parties that the First Party undertake take lie liability of the loan Amount and shall clear the No. Bank Loan amount till of the Bank loan Account First 02501600028905. That it is further agreed by the first party failed to clear the entire Bank loan amount as per his undertaking party within one year from the date of first motion, then the Second shall have right to claim the loan amount through Court.

XVI.Both the parties to the present agreement shall remain bound by the terms and condition the present MOU and if party back out from the terms and condition of the present agreement, then the other party have every right against the defaulting party as per law.

XVII. That it has also been agreed between the parties that if the second party backs out term and condition of this MOU, then she will be liable to return the entire amount received by her as per this MOU. to the first party, alongwith prevailing bank interest. Similarly, if the first party backs out from the terms and condition of this MOU, then the amount paid by the first party to the second party shall be forfeited and the Second Party has all her rights to take legal recourses of her matrimonial disputes.

XVIII. The present agreement is executed in duplicate, having two original copies and both the parties to the present agreement are retaining their separate original copies."

4. Pursuant to the settlement, a petition for divorce by mutual consent was filed and the decree of divorce was on 25.04.2022 by the learned Principal Judge, Family Court, South-West, Dwarka Courts, Delhi.

5. Learned Counsel for the petitioner submits that since no dispute is left between the parties and no purpose would be served by continuing with the trial of the FIR and therefore, the present FIR may be quashed.

6. Ordinarily, FIRs such as in the present case should not be quashed, however, it was observed by the Supreme Court in ***Gian Singh v. State of Punjab,*** (2012) 10 SCC 303, that it is encouraged to quash the FIR in circumstances wherein a compromise has been achieved especially in those criminal cases which have overwhelmingly and predominantly civil character, particularly those arising out of commercial transactions or arising out of a matrimonial relationship or family disputes.

7. Recently, the Supreme court in ***Jasmair Singh and Another vs. State of Haryana and Another*** (2022) 9 SCC 73 quashed the proceedings

arising out of a matrimonial dispute on the ground that the parties have buried the hatchet and decided to give quietus to the proceedings which were lodged inter se.

8. Both the parties are present in Court and have duly been identified by the IO. Respondent No.2 states that she entered into the settlement agreement as well as MoU voluntarily without any fear, force or coercion. She further states that as per the settlement, Petitioner No.1 had to pay Rs.17,00,000/- towards the full and final settlement of the entire dispute and she has already been paid Rs.11,00,000/-. The remaining sum of Rs.6,00,000/- has been received by way of a Demand Draft bearing No.050484 dated 24.03.2023 drawn on Union Bank today. She states that since she has already received all the amount andthe terms and conditions agreed between the parties have been complied with, she has no objection if the FIR under objection is quashed.

9. In view of the above, FIR 706/2021 registered at PS Hari Nagar, under Sections 498A/406/34IPC and all the proceedings emanating therefrom is quashed.

10. The petition along with the pending application stands disposed

DINESH KUMAR SHARMA, J

MAY 1, 2023/*Pallavi*