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

+ **CRL.M.C. 3070/2023**

RAHUL SAPRA & ORS.

..... Petitioners

Through: Mr.Aditya Mishra, Advocate with
petitioners no.1 to 3 in person.

versus

STATE GOVT OF NCT OF DELHI & ANR.

..... Respondents

Through: Mr.Hemant Mehla, APP for the state
with Mr.Dipanshu Meena, Advocate
Mr.S.Hussain, Adv. for R-2 with R-2
in person.
SI Amit Chaudhary, PS Laxmi Nagar

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Date of Decision: 01.05.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 11536/2023 (exemption)

Exemption is allowed subject to all just exceptions.

Application stands disposed of.

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1. Present petition has been filed seeking quashing of FIR No. 0324/2018 dated 16.07.2018 registered under Sections 498A/406/34 IPC at PS



Shakarpur, East Delhi. The said FIR was lodged on the statement of respondent No.2/wife against the petitioners herein.

2. Facts in brief are that the marriage between petitioner No. 1/husband and respondent No. 2/complainant - wife was solemnized on 08.12.2016 as per Hindu rites and customs at Delhi. No child was born out of the wedlock. Thereafter owing to temperamental differences both the parties started residing separately since 03.12.2017. Consequently, respondent No. 2/complainant lodged the present FIR against the Petitioners herein. It has been submitted that apart from the present FIR, the respondent No.2/complainant had also filed a complaint u/s 12, DV Act and a petition u/s 125 Cr.P.C. Moreover, petitioner No.3 namely Neena Sapra who is the mother of petitioner No.1 had also lodged FIR No. 138/2018 u/s 323/341/506/504/34 IPC at PS Farash Bazaar, Delhi against the respondent No.2 and her parents.
3. Ld. Counsel submits that however while the proceedings were underway, the parties amicably resolved all their disputes vide settlement agreement dated 02.07.2022 on the following terms and conditions:

“1. Both the abovementioned parties have come to conclusion that they cannot pull on with each other and marriage between them has been irretrievably broken down.

2. It has been agreed between both the parties that they shall get their marriage dissolved by taking Mutual Divorce from each other. Both the parties to this MOU shall get recorded their joint statements in First Motion and Second Motion petitions of Divorce by Mutual Consent filed Under Section 13-B(1) and 13-B(II), respectively, of The Hindu Marriage Act, 1955, before the concerned court and shall take mutual divorce



from each other which is of their own sweet free will, without any force, coercion, fraud from any quarter.

3. That the Second party has settled all her claims with regard to her Permanent Alimony, past, present and future maintenance and Istridhan with the First Party and his family members for a total sum of Rs.4,50,000/- (Rupees Four Lakh Fifty Thousand Only).

4. It has further been agreed between both the parties that out of the aforementioned settlement amount of Rs.4,50,000/- (Rupees Four Lakh Fifty Thousand Only), the First Party will pay Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only) by way of Cash/Cheque/Demand Draft to the Second Party before the concerned family court at the time of recording of joint statements of both the parties in First Motion petition of Divorce by Mutual Consent filed Under Section 13-B(I) of The Hindu Marriage Act, 1955.

5. It has further been settled between both the parties that after First Motion petition is allowed by the concerned court, the Second Party shall withdraw her abovementioned complaint U/S 12 of Domestic Violence Act pending in Mahila Courts (East District) and petition U/S 125 Cr.P.C. pending before Family Courts (East District), filed by the Second Party against the First Party and his family members.

6. It has further been agreed between both the parties that out of the remaining balance amount of Rs.3,00,000/- (Rupees Three Lakh Only), the First Party shall further pay an amount of Rs. 1,50,000/- to the Second Party by way of Cash/Cheque/Demand Draft to the Second Party before the concerned court at the time of recording of joint statements of both the parties in Second Motion petition of Divorce by Mutual Consent filed Under Section 13-B(II) of The Hindu Marriage Act, 1955.

7. It has further been agreed between both the parties that Smt. Neena Sapra, mother of First Party, had lodged FIR No.138/2018, U/S 323/341/506/504/34 IPC at P.S. Farash Bazaar, Delhi against Second Party and her parents. Both the



parties as well as Smt. Neena have compromised in the above noted matter and Smt. Neena Sapra shall make statement for compounding off the abovementioned case.

8. It has further been agreed between both the parties that after grant of Decree of Divorce, both the parties to this MOU, shall approach Hon'ble High Court of Delhi for getting quashed aforesaid FIR NO. 324 dated 16-07-2018 U/S 498A/406/34 IPC registered at P .S. Shakarpur, Delhi and the Second Party shall cooperate the First Party in getting quashed the FIR/ proceedings pending in the court of Ms. Shruti, M.M, Karkardooma Courts, Delhi, from Hon'ble High Court of Delhi. Second Party undertakes to give NOC regarding her having no objection to quashment of proceedings in case FIR No. 324/ 2018 U/ S 498A/406/34 IPC and of P.S. Shakarpur, Delhi and will sign necessary documents in this regard.

9. It has further been agreed between both the parties that the balance amount of Rs .1,50,000/- shall paid by the First Party to Second Party at the time of recording of statement of Second Party before Hon'ble High Court of Delhi for getting quashed aforesaid FIR No. 324 dated 16-07-2018 U/S 498A/406/34 IPC registered at P.S. Shakarpur, Delhi.

10. It has further been agreed between both the parties that after grant of Decree of Divorce by the concerned court of law and after quashing of aforesaid FIR No.324/ 2018, nothing shall remain unsettled between both the parties and their family members and both the parties shall not communicate or interact with any of their family members.

11. It has further been agreed between both the parties that after grant of Decree of Divorce by the concerned court of law and after quashing of aforesaid FIR No.324/ 2018, all claims of Second Party towards her Istridhan, Permanent Alimony and maintenance (past, present and future) and dowry articles, shall stands satisfied once and for all.

12. Both the parties further undertake not to file any litigation in future against each other and each other's family members of



any nature and in case any complaint/report apart from being referred in settlement, has been filed by either of the parties, the same shall be deemed to have been withdrawn and none of the parties shall pursue the same.

13. It has further been settled between both the parties that if any to this Memorandum of Understanding backs out or does not fulfil terms and conditions of this Settlement Deed, defaulter party shall be bound to return benefits taken from other party.

14. This settlement deed has been vernacularly explained to both the parties in their language and both the parties to this Memorandum of Understanding alongwith witnesses have signed this deed with their own sweet free will and concern and without any coercion, force, fraud or undue influence from any quarter.”

4. Ld. Counsel submits in pursuance of the settlement, the above litigations including the complaint u/s 12, DV Act and the petition u/s 125 Cr.P.C filed by the respondent No.2 as also FIR No. 138/2018 lodged by the petitioner No.3 have been withdrawn/settled. Ld. Counsel further submits that in terms of the settlement, divorce by mutual consent has already been granted to the parties vide decree dated 14.11.2022 in HMA No. 1670/2022. It has been submitted that in terms of the settlement, it was agreed between the parties that the petitioners will pay a total amount of Rs. 4,50,000/- towards the full and final settlement, out of which Rs. 3,00,000/- has already been paid to the respondent No.2. Ld. Counsel submits that since the matter stands settled and the parties no longer wish to pursue the present complaint, no useful purpose would be served in continuing with the present proceedings.



5. The parties are present in person and have been duly identified by the IO. Respondent No.2 states that she was married to the petitioner No. 1 namely Rahul Sapra on 08.12.2016 and lived together till 03.12.2017. No child was born out of wedlock. She states that now she has amicably settled all the disputes with the petitioners and wants to put a quietus to the same. She states that divorce by mutual consent has already been granted. She states that out of total settled amount of Rs. 4,50,000/-, she has already received a Rs. 3,00,000/- from the petitioners. She states that the remaining Rs. 1,50,000/- has been handed over in court today to her by way of Demand Draft bearing DD No. 046467 dated 13.04.2023 drawn on Karnataka Bank Ltd., Lakshmi Nagar, Delhi in the name of Barkha Verma. She states that she has now received the full settlement amount and no longer wishes to pursue the present complaint. She states that she has entered into the settlement voluntarily out of her own free will, without any fear, force or coercion. She further states that the petitioners have complied with the terms and conditions of the settlement and therefore, she has no objection if the present FIR and all criminal proceedings emanating therefrom are quashed.
6. I have considered the submissions. The present FIR was lodged as a result of matrimonial discord between the parties which now has been amicably resolved vide settlement deed dated 02.07.2022. The parties have also been granted divorce by mutual consent vide decree dated 14.11.2022. The respondent No.2/complainant no



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longer wishes to pursue the present FIR. The chances of conviction would be bleak given that the complainant does not want 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.

7. Considering the totality of facts and circumstances of the case and in view of the submissions of respondent no.2/ Ms. Barkha, the case FIR No. 0324/2018 dated 16.07.2018 registered at PS Shakarpur, East Delhi under Sections 498A/406/34 IPC and all criminal proceedings emanating therefrom are quashed.
8. Accordingly, the present petition stands disposed of.

DINESH KUMAR SHARMA, J

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