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

+ **CRL.M.C. 1982/2022**

ANKUSH RAI & ORS.

..... Petitioners

Through: Mr. Vikrama Jeet Singh, Adv. with
petitioners in person.

versus

THE STATE & ANR.

..... Respondents

Through: Mr. Raghuvinder Verma, APP for the
State with SI Jyoti, PS Lajpat Nagar.

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Date of Decision: 19th January, 2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. The present petition has been filed under Section 482 Cr. P.C. seeking quashing of FIR bearing No. 85/2020 registered at PS Lajpat Nagar, under Sections 498A/406/34 IPC.
2. Brief facts of the case are that the petitioner no.1-husband and respondent no.2-wife got married on 30.11.2016. However, due to certain differences and disputes arose between the parties, therefore they started living separately since 26.12.2017. That the FIR was

lodged on the statement of Respondent no.2-wife. It is stated that the Parties have reached at an amicable settlement.

3. That an amended settlement agreement dated 28.05.2022 was filed as it was observed that the parents of petitioner No.1 were not party in the agreement-cum-settlement dated 25.03.2021. The terms and conditions of amended agreement-cum-settlement dated 28.05.2022 are read as follows;

1. That the second party/husband Mr. Ankush Rai will return all the personal belongings, clothes, purses etc, available kept in the steel Almirah and suit-case to the first party will accept the same under acknowledgement. It is necessary to mention here that the second party had already returned everything to the first party pursuant to the settlement.

2. That in addition to above referred goods in clause-I, the second party agreed to pay a sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs only) to the first party on account of all alimonies i.e. past, present and future etc. in four installments and the first party/wife Ms. Aabha Chandna also agrees to accept the same in the following manners:

<i>Rs.5,00,000/- (Five Lakh) The First installment of settled amount.</i>	<i>By way of pay order/D.D. to be issued in favour of first party Ms. Aabha Chandna at the time of signing of the agreement. It is necessary to mention here that the second party had already paid first installment of Rs. 5,00,000/- (Rupees Five Lakh) to the first party on 25.03.2021.</i>
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<i>Rs.5,00,000/-</i> <i>(Five Lakh)</i> <i>The Second installment of settled amount</i>	<i>At the time of recording of statement of 1st Motion U/s.13-B(1) of HM Act before the concerned Family Court by way of pay Order/DD in favour of Ms. Aabha Chandna. It is necessary to mention here that the second party had already paid second installment of Rs. 5,00,000/- (Rupees Five Lakh) to the first party at the time of recording of statement of 1st Motion U/s.13-B(1) of HM Act.</i>
<i>Rs.3,00,000/-</i> <i>(Three Lakh)The Third installment of settlement amount</i>	<i>At the time of recording of statement of Second Motion U/s.13-B(II) of HMA before the concerned Family Court by way of pay Order/DD in favour of Ms. Aabha Chandna.</i> <i>It is necessary to mention here that the second party had already paid third installment of Rs. 3,00,000/- (Rupees Three Lakh) to the first party at the time of recording of statement of IInd Motion U/s. 13-B(1) of HM Act.</i>

Rs.2,00,000/- (Two Lakh) The fourth/ remaining balance installment of settled amount.	At the time of Quashing proceedings U/s. 482 Cr.P.C. for quashing of FIR No. 85/2020 U/s.498-A/406/34 IPC, P.S. Lajpat Nagar, New Delhi by way of pay Order/DD before Hon'ble Delhi High Court, New Delhi.
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(II) That it is also agreed and assured between the parties that in all the circumstances both the first party and the second party will file the First Motion U/s.13-B(I)HMA before the Competent Court on or before 30th day of March,2021. It is necessary to mention here that the First Motion U/s.13-B(I) HMA was filed, and it was allowed by the concerned Family court.

(III) That it is further agreed and settled between the first party and second party that they will file Second Motion U/s.13-B(II) HM Act as per the stipulated period of HMA or with the permission of Hon'ble concerned court immediate after 10- 15 days of decision of First Motion with request period of 6 months waiving as per settlement law of Hon'ble Supreme Court. It is necessary to mention here that the Second Motion U/s.13-B(II) HMA was filed and it was allowed by the concerned Family court.

(IV) That it is also agreed and settled between both the parties that the second party, third party and fourth party will file the quashing petition tJls.482 Cr.P.C. with applicable relevant provisions of law for quashing of FIR No. 85/2020, U/s.498-A/406/34 IPC, P.S. Lajpat Nagar, New Delhi alongwith its consequent proceedings pending against them. It is necessary to mention here that the quashing petition has already been filed by the second party, third party and fourth party before the Hon'ble High Court of Delhi.

(V) It is agreed and assured by the first party to the second party, third party and fourth party that she will cooperate with them for quashing of above FIR and its consequent proceedings to the extent that the above FIR and its consequent proceedings are quashed finally and she undertake and assured further that she will appear physically before the Hon'ble High Court of Delhi and shall sign all the relevant papers, affidavits, application, petition etc. for quashing of FIR, more particularly referred above. The quashing will be filed within 30 days of grant of decree of divorce.

3. That it is also agreed between the parties that the first party will withdraw her two cases filed by her before Second Motion petition U/s.13-B(1) of HMA which are case of Domestic violence under the cause titled "Aabha Chandna Vs. Ankush Rai and others" pending before Ms. Archana Beniwal, Ld. M.M., Mahila Couft, Saket, New Delhi and case U/s. 125 Cr.P.C. under cause titled "Aabha chandna vs. Ankush Rai", pending before the Hon'ble court of Ms. Madhu Jain, Ld. Principal Judge, Family court, South East Distt., Saket courts, New Delhi.

4. It is agreed between the parties that the first party will sign requisite application of withdrawal of above both the cases and she will appear physically before the concerned courts for giving such statement of withdrawal. The application for withdrawal can be signed alongwith second motion.

5. That it is also agreed specifically between the first party and second party that if the second party fails to pay the second or third installments then the amount already paid by him to the first party shall not be returnable, claimable to say it will be forfeited by the first party and in that eventually the first party with have right to sue against the second party as per law and circumstances of cases as shall revive all cases.

6. It is also specifically agreed and settled between first party and second party that in case the first party fails to enter into completing of First Motion or the Second Motion or after divorce in quashing proceedings in that eventualities the first party will

return all the amount received by her till that period with 18% per annum interest to the second party and second party shall have full right to take appropriate legal action against first party before the competent courts and applicable authorities.

4. The marriage between the parties has already been dissolved vide decree of divorce dated 18.11.2021 by learned Principal Judge, Family Court, South East, Saket Court. No child has born out of said wedlock.
5. In terms of the Settlement today by way of Demand Draft bearing DD No. 412330 remaining amount in the sum of Rs. 2,00,000/- dated 02.05.2022 (revalidated 17.01.2023) drawn on Central Bank of India has been paid to the respondent No.2-wife.
6. Respondent No.2-wife states that she has entered into the settlement voluntarily.
7. It has repeatedly been held by the Apex Court that in the matrimonial disputes, if the parties have settled the matter between themselves amicably, it is the duty of Courts to encourage the same. Reliance can be placed on ***B.S. Joshi v. State of Haryana***, (2003) 4 SCC 675; ***Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another***; 2019 SCC OnLine Del 8179 .
8. I consider that there would be no purpose of continuing with the trial as the parties have entered into the settlement voluntarily without any fear, force and coercion, and have decided to give quietus to the proceedings. It was a matrimonial dispute which has been amicably settled.

9. In view of the above, FIR bearing No. 85/2020 registered at PS Lajpat Nagar, under Sections 498A/406/34 IPC and all the other proceedings emanating therefrom are quashed.

DINESH KUMAR SHARMA, J

JANUARY 19, 2023

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