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

+ **CRL.M.C. 2110/2022**

SACHIN KUMAR & ORS.

..... Petitioner

Through: Mr. Kapil Kaushik, Adv. with
petitioner in person.

versus

THE STATE (GOVT. OF NCT OF DELHI) AND ANR... Respondent

Through: Mr. Amit Sahni, APP for the State
with SI Jagdish PS Fatehpur Beri.

Mr. Jayant Mudgal, Adv. for R-2 with
R-2 in person.

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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. 253/2015 registered at PS Fatehpur Beri under Sections 498A/406/34 IPC.
2. Briefly stated the facts are that the marriage between petitioner No. 1 (husband) and respondent No. 2 (wife) was solemnized on 07.05.2014. However, owing to temperamental differences both parties started residing separately since 10.06.2014. Subsequently,

respondent No. 2 (wife) got FIR bearing No. 253/2015 registered at PS Fatehpur Beri under Sections 498A/406/34 IPC. The chargesheet was also filed u/s 498A/506/406/34 IPC.

3. Parties have reached the settlement agreement dated 12.02.2019 at Mediation Centre, Saket Courts. The terms and conditions of Settlement dated 12.02.2019 are read as follows;

1. *It is agreed between the parties that since there is no chances of their re-union, they will part their ways by seeking decree of divorce by mutual consent.*
2. *It is agreed between the parties that the second party Shri Sachin Kumar will pay to the first party Ms.Preeti, a total sum of Rs.16,75,000/-(Rupees sixteen lakhs seventy five thousand only) in full and final settlement towards all her claims arising out of the marriage between the parties including maintenance-past, present and future and permanent alimony.*
3. *It is slated by the first party Ms.Preeti that she has received the istridhan articles from the second party Shri Sachin Kumar for which she has executed receipt of even date*
4. *Similarly, it is also stated by the second party Shri Sachin Kumar that he has also received the jewellery articles from the first party Ms.Preeti*
5. *It is also agreed that the first motion petition under Section 13-8(1) HMA for divorce by mutual consent will be filed by the parties by or before 25.2.2019 before the Family court and at the time of making statements by the parties in that petition, the payment of Rs.6, 75,000/- (Rupees six lakhs seventy five thousand only) will be paid by the second party Shri Sachin Kumar to the first party Ms.Preeti by way of DD in her name.*
6. *It is also agreed that after passing of order on first motion petition, the first party Ms.Preeti will make necessary*

statement before the learned referral court for withdrawal of the petition under DV Act.

7. *It is also agreed that payment of another amount of Rs.5,00,000/-(Rupees five lakhs only) will be made by the second party Shri Sachin Kumar to the first party Ms.Preeti by way of DD at the time of making statements by the parties in the second motion petition under Section 13-8(2) HMA which shall be filed by the parties, as per law.*

8. *It is also agreed that the remaining amount of Rs.5,00,000/- (Rupees. five lakhs only) will be paid by the second party Shri Sachin Kumar to the first party Ms.Preeti by way of DD at the time of making statements by the parties before the Hon'ble High Court of Delhi in the proceedings for quashing of FIR bearing No.253/2015, PS Fatehpur Seri which shall be filed after one month of grant of decree of divorce by mutual consent to the parties.*

9. *It is agreed between the parties that the expenses for drafting and filing the quashing petitions will be borne exclusively by the second party Shri Sachin Kumar and no part of the same shall be borne by the first party Ms.Preeti. However, it is undertaken by the first party Ms.Preeti that she will co-operate the second party Shri Sachin Kumar at all stages by signing necessary documents for filing the mutual consent petitions. quashing proceedings and will also appear before the Hon'ble Court as and when required to make necessary statements.*

10. *It is also agreed between the parties in future, that they will not file any further case/complaint before any court/forum/authority against each other and/or their family members with regard to their marriage solemnized on 7.5.2014.*

4. The marriage between the parties has been dissolved vide decree of divorce dated 07.05.2019 by learned Principal Judge, Family Court, Saket Courts, New Delhi. No child has born out of said wedlock.

5. Thereafter, Parties have reached the MoU/Compromise Deed dated 05.08.2022. The terms and conditions of MoU/Compromise Deed dated 05.08.2022 are read as follows:-

1. *That the First and Second part have already taken a decree of Divorce by the mutual consent on dated 07.05.2019.*
2. *That as per mutually agrees between the parties, the total settles amount was Sum of Rs. 16,75,000/- out of which First part has already received Sum of Rs. 11,75,000/- from Second Part of this Settlement.*
3. *That the Second Part shall pay the remaining settled amount to First part at the time of Quashing of FIR No. 253/2015, U/s. 498A/406/34 IPC P.S. Fatehpur Beri.*
4. *That with the interference of family members and respected members of society, all the parties to this MOU had settled their all dispute amicably with the free will of all the parties.*
5. *That First party had lodged an FIR No. 253/15, Us. 498A/406/34 IPC P.S. Fatehpur Beri against the Second party (Husband), Third Party (Sister-in-Law), Fourth Party (Father-in-Law and Fifth party (Mother-in-Law) which is pending before Ms. Deeksha Madaan, Ld. MM (South), Saket Court, New Delhi. Now First party does not want to pursue with the above mentioned case against the remaining parties.*
6. *That the First Party has no objection, if the quashing Petition for Quashing of aforesaid FIR will be file before Hon'ble High Court of Delhi by rest of parties and Hon'ble High Court allow the Same.*
7. *That First Party shall give her no objection statement before Hon 'ble High Court of Delhi and shall support in Quashing of said FIR.*
8. *That the Second Part shall Pay the Remaining settled*

amount Sum of Rs. 5,00,000/- to the First part Through DD/RTGS/Bank Transfer at the time of quashing of said FIR.

9. *The parties out of their own free will, consent and accord without any force, coercion, undue influence have mutually resolved all their differences and have agreed to come together and reconcile the matrimonial rights and obligations towards each other and the parties have also mutually, amicably and voluntarily settled all other disputes/ differences.*

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6. As per Settlement today by way of Demand Draft bearing DD No. 005411 remaining amount in the sum of Rs. 5,00,000/- dated 16.01.2023 drawn on Axis Bank Ltd. has been paid to the respondent No.2-wife.
7. Learned Counsel for the petitioner submits that since the parties have resolved all their differences amicably, therefore, no useful purpose would be served by continuing the abovesaid FIR and thus seeks that the same be quashed.
8. Respondent No.2-wife states that she has entered into the settlement voluntarily.
9. IO has duly identified the petitioners as well as respondent No.2.
10. It has been time and again held that it is the duty of the courts to encourage genuine settlements of matrimonial disputes, particularly when the same are on a considerable increase. Even if the offences are non-compoundable, if they relate to matrimonial disputes and the Court is satisfied that the parties have settled the same amicably and without any pressure, we hold that for the purpose of securing ends of

justice, Section 320 of the Code would not be a bar to the exercise of power of quashing of FIR, complaint or the subsequent criminal proceedings.

11. I consider that there would be no purpose of continuing with the trial as the parties have reached on a settlement and have decided to give quietus to the proceedings. It was a matrimonial dispute which has been amicably settled.

12. In view of the above the case FIR bearing No. 253/2015 registered at PS Fatehpur Beri under Sections 498A/406/34 IPC and all the proceedings emanating therefrom are quashed.

DINESH KUMAR SHARMA, J

JANUARY 19, 2023

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