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

+ **CRL.M.C. 3424/2023, CRL.M.A. 12895/2023**

PANKAJ SHARMA

..... Petitioner

Through: **Mr. Kamal Bhardwaj and Mr. Deepak Jangra, Advs.**

versus

STATE OF NCT OF DELHI & ANR.

..... Respondents

Through: **Mr. Hemant Mehla, APP for the State with SI M.L. Meena, PS Sagarpur**

Ms. Renu Sharma-R-2 in person.

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Date of Decision: 18th July, 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. PC seeking quashing of FIR No, 04/2012, dated 06/01/2012 registered under section 341/498A/406 IPC at PS Sagarpur, South West District, Delhi and all the proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 22.02.2022, in accordance with the Hindu Rites and Ceremonies in Delhi. One child



was born out of the said wedlock namely Tanishk. However, on account of temperamental differences and mental incompatibility, the parties started living separately on 23.11.2008 and instituted litigation against each other. He also submits that the chargesheet, in this case, has already been filed and the matter is pending before the Learned Trial Court.

3. Learned Counsel further submits that during the pendency of the proceedings, the parties have resolved their disputes amicably and in furtherance thereof they have entered into a settlement agreement dated 24.11.2021. As per the settlement it has been agreed between the parties that the petitioner shall pay a sum of Rs.32,00,000/- (Thirty-Two Lakhs Only) as a full and final settlement, Out of which Rs 27,00,00/- (Twenty-Seven Lakhs only) has been paid and today a demand draft bearing DD No. 514463 dated 17.07.2023 for the sum of Rs.5,00,000/- drawn on ICICI Bank has handed over to the respondent No.2.
4. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 22.08.2022 passed by Learned MM. Vipin Kumar Rai , Family Court, Dwarka Court.
5. Furthermore, the Learned Counsel for the petitioners submits that since the parties have resolved all their differences amicably, therefore, it would be in the interest of justice to quash FIR 04/2012 under section 341/498A/406 IPC at PS Sagarpur, South West District, Delhi and all the proceedings emanating therefrom.



6. I have gone through the settlement which has been placed on record dated 24.11.2021 The settlement agreement provides for the following terms and conditions:

- i) *First Party shall pay a sum of INR 5,00,000/- (Five Lakh Rupees) to the Second Party in the form of Demand Draft at the time of signing the present MOU/ Settlement Agreement against a separate receipt to this effect.*
- ii) *That it is mutually agreed that within 10 days of the execution of this Agreement, the Parties shall jointly file a petition for Divorce by Mutual Consent ("Fist Motion") in accordance with the provisions of the Hindu Marriage Act, 1955 before the appropriate court in Delhi.*
- iii) *That upon filing of the petition for Divorce by Mutual Consent, the Parties shall appear (physically/virtually) before the court on the given date of hearing and get their statements recorded ratifying and affirming the petition filed by them, so as to enable the court to pass an order on the First Motion.*
- iv) *It is further agreed that at the time of recording of statements of the Parties the Ld. Judge during the First Motion, the First Party shall make payment of INR 5,00,000/- (Five Lakh Rupees) to the Second Party vide Demand Draft against receipt.*
- v) *It is further agreed that the First Party shall pay a sum of INR 5,00,000/- (Five Lakh Rupees) to the Second Party in the form of Demand Draft at the time of filing of Quashing*



Petition for FIR No. 04/2012 registered at PS Sagarpur, New Delhi U/s 498A/406/341 IPC and its consequential proceedings in the Hon'ble High Court of Delhi, against receipt.

- vi) That immediately upon expiry of the statutory cooling period as per the Hindi Marriage Act, 1955, the Parties herein shall jointly file a petition for the Second Motion as per the provisions of the Hindu Marriage Act, 1955 to seek a decree of divorce by mutual consent before the same court as First Motion.*
- vii) That at the time of recording of the statements before the court during the Second Motion, the First Party shall make payment of INR 17,00,000/- (Seventeen Lakh Rupees) to the second party, which shall be the fourth and final instalment of full and final settlement amount, in the presence of the Ld. Judge, which fact shall also be recorded in the statement.*
- 1. That the Second Party/ Wife undertakes to withdraw case filed by her U/s 12 of Protection of Women From Domestic Violence Act, 2005 which is currently pending in the court of Ms. Shivangi Vyas, MM at Patiala House Courts, New Delhi against the First Party and his family members and relatives.*
 - 2. That the Second Party undertakes to cooperate with First Party in filing of joint petition for Quashing of FIR No. 04/2012 registered at PS Sagarpur, New Delhi U/s 498A/406/341 IPC along with its consequential proceedings, before Hon'ble High Court of Delhi.*



3. *That the First Party undertakes to withdraw Appeal currently pending before the Hon'ble High Court of Delhi against Order Dated 23-12-2019 in HMA No. 1193/14 passed by Ld. Judge, Family Court, West District, Tis Hazari Courts, Delhi.*
4. *That First Party and Second Party undertakes to co-operate with each other in getting decree of divorce by mutual consent.*
5. *That both the Parties undertake that in future they shall not file any case/ suit/ complaint/ litigation/ appeal/ revision against each other or their relatives.*
6. *That the Second Party also undertakes that after receiving above mentioned INR 32,00,000/- (Thirty Two Lakh Rupees), she will/ shall not claim anything from the First Party in any manner.*
7. *That both the Parties undertake that they shall appear, sign, verify, file appropriate application, affidavit, statement before learned court concerned for decree of divorce by mutual consent.*
8. *That subject to aforesaid MOU/ Compromise Deed, now no party shall have any grievance/ complaint of any kind against each other, and /or claim on any account, in regard to their marriage.*
9. *That the Parties to this Agreement have agreed that after receiving the above said amount of money at the time of Second Motion, the Second Party shall not have any other claim whatsoever against the First Party regarding Dowry Articles/ Stridhan/ Maintenance including past, present and future and*



Permanent Alimony etc. And shall not file any complaint/ claim/ petition before any authority/ courts against the First Party in future.

10. The parties undertake not to initiate any proceeding (s) against each other before any court/ forum/ authorities in future except for implementation of the terms and conditions stipulated herein.

11. That both the Parties agree and undertake to be bound by and to abide by the terms of this Settlement Agreement. The Parties further agree and undertake that they shall not resile from or dispute this Settlement Agreement in future. Both the Parties undertake and agree to strictly and timely abide by the terms and conditions of this present Settlement Agreement.

12. Both the Parties in good faith undertake and agree not to level allegations of any kind against each other and not to put anything against each other including photographs on any public platform including but not limited to any social networking websites such as Facebook, Twitter etc. Directly or indirectly, through the people known/ related to them and/ or print media and electronic media etc. Both the Parties also agree and undertake not to convey anything by spoken/ written words against each other as well as their respective families.

13. Both the Parties undertake to abide by the terms and conditions set out in the Settlement Agreement and not to dispute the same hereinafter in future. If any of the Party violates any conditions of present compromise, then the



aggrieved party can approach competent court to claim exemplary damages and compensations for such breach.

- 14. The parties are executing this Settlement Deed on their own accord, free-will, voluntarily, in perfect senses, disposing mind, without any kind of pressure, inducement, coercion, compulsion or fraud.*
 - 15. That the courts in Delhi shall have exclusive jurisdiction to adjudicate upon any disputes pertaining to this Agreement and the parties agree to hold each other indemnified against breach of the terms of this Agreement. It is also mutually agreed that in the event of breach of this Agreement, the Parties may also seek injunctive relief to direct the breaching party to perform its obligations as agreed hereunder besides being entitled to liquidated damages and compensation.*
7. The parties have signed a joint statement to the effect that the settlement deed shall not affect the rights of the child in the future “
 8. Both parties have duly been identified by the IO. Respondent No. 2 submits that she has entered the settlement voluntarily without any fear, force, or coercion. She submits that other petitions have already been withdrawn or dismissed. And since the parties have amicably settled and she has no objection if, FIR No, 04/2012, dated 06/01/2012 registered under section 341/498A/406 IPC at PS Sagarpur, South West District, Delhi and all the proceedings emanating therefrom are quashed.
 9. It is settled 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 offences 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.

10. 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.
11. In view of the above, FIR No, 04/2012, dated 06/01/2012 registered under section 341/498A/406 IPC at PS Sagarpur, South West District, Delhi and all the proceedings emanating therefrom are quashed.
12. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

JULY 18, 2023

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