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

+ **CRL.M.C. 3436/2023**

JAI KUMAR & ORS.

..... Petitioners

Through: **Mr. Saurabh Kumar Singh and
Mr.Vineet Singh, Advs.**

versus

STATE (GOVT. OF NCT OF DELHI) & ANR. Respondents

Through: **Mr. Digam Singh Dagar, APP for the
State with SI Pradeep PS Aman
Vihar.**

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Date of Decision: 26th 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.P.C seeking quashing of case FIR No. 91/2020 under Sections 498A/406/34 IPC registered at PS Aman Vihar.
2. The Charge sheet has been filed.



3. Briefly stated facts of the case are that the marriage between Petitioner no.1/Husband and Respondent no.2/wife was solemnized on 12.03.2019 according to Hindu rites and ceremonies. However, certain temperamental differences cropped up between the parties after which the parties are living separately since 02.10.2019 and there has been no cohabitation between them since then. Thereafter the present FIR was lodged at the statement of Respondent no.2. There is no child born out of this wedlock.
4. Learned counsel for the petitioner submits that during the pendency of the proceedings the parties have amicably arrived at a settlement vide settlement deed dated 13.12.2022, and have decided to put a quietus to the matter. Therefore, the present FIR may be quashed.
5. The Settlement deed dated 13.12.2022 contains the following terms and conditions:
 1. That it has been agreed between the parties that they shall get their marriage dissolved by a decree of divorce by way of mutual consent by filing petitions under Section 13 B (1) and 13B (2) of the Hindu Marriage Act, 1955 upon the terms contained in the present Agreement. It is agreed between the parties that the petition under Section 13 B (1) shall be filed by 25.01.2023 before the Learned Principal Judge, Family Courts, North- West District, Rohini Courts, New Delhi. The parties further undertake



that subject to fulfillment of the terms of the present Settlement/Agreement, the parties shall file the Second Motion Petition under Section 13 B (2) of the Hindu Marriage Act, 1955 upon the expiry of the statutory period of limitation of six months from the date of filing of First Motion Petition under Section 13 B (1) of the Hindu Marriage Act, 1955 or earlier by taking permission of the Hon'ble Family Court as the parties may deem fit. Both the parties undertake that they shall not withdraw their consent to proceed with the filing of the Second Motion Petition and seeking divorce by way of mutual consent subject, to the fulfillment of the terms of the present Settlement/Agreement.

2. That the First Party has agreed to pay a total sum of Rs.11,00,000/- (Rupees Eleven Lacs Only) (hereinafter referred to as the "settlement amount") to the Second Party towards full and final settlement of all her claims including istridhan articles/jewellery, if any, maintenance, past, present and future, permanent alimony, marriage expenses, etc. The said settlement amount shall be paid to the Second Party by the First Party in the following manner: -

- a. It has been agreed between the parties that the First Party shall pay a sum of Rs. 5,50,000/- (Rupees



Five Lacs Fifty Thousand Only) to the Second Party at the time of recording of the statement of the parties before the Learned Family Court concerned in the First Motion Petition under Section 13 B (1) of the Hindu Marriage Act, 1955 by way of Demand Draft/ Pay Order.

- b. It has been further agreed between the parties that within seven days and in any case no later than 14 days of recording the statement of the parties before the Learned Family Court concerned in the First Motion Petition under Section 13 B (1) of the Hindu Marriage Act, 1955, the Second Party shall file the appropriate application and take necessary measures to withdraw the complaint bearing No: 1801/2020 filed by her under Section 12 of the Protection of Women from Domestic Violence Act, 2005 before the concerned Metropolitan Magistrate (Mahila Court) such that the complaint along with its grievances, remedies sought from/against the First Party and allegations shall stand withdrawn by the First Party. It has been further agreed between the parties that the Second Party after recording of the statement of the parties in the First Motion Petition before the concerned



Family Court and upon withdrawal of her complaint bearing No:1801/2020 filed by her under Section 12 of the Protection of Women from Domestic Violence Act, 2005 before the concerned Metropolitan Magistrate (Mahila Court) shall not file any further complaint, petition or application against the Second Party concerning the events relating to their marriage.

- c. It has been further agreed between the parties that within seven days and in any case no later than 14 days of recording the statement of the parties before the Learned Family Court concerned in the First Motion Petition under Section 13 B (1) of the Hindu Marriage Act, 1955, the First Party shall file the appropriate application and take necessary measures to withdraw the Divorce Petition bearing No: HMA/207/2021 filed by him under Section 13 (1) (ia) of the Hindu Marriage Act, 1955 before the concerned Family Court such that the Petition along with its grievances, remedies sought from/against the Second Party and allegations shall stand withdrawn by the First Party. It has been further agreed between the parties that the First Party after recording of the statement of the parties



in the First Motion Petition before the concerned Family Court and upon withdrawal of his Divorce Petition under Section 13 (1) (ia) of the Hindu Marriage Act, 1955 shall not file any further complaint, petition or application against the Second Party concerning the events relating to their marriage.

- d. It has been further agreed between the parties that within seven days and in any case no later than 14 days of recording the statement of the parties before the Learned Family Court concerned in the First Motion Petition under Section 13 B (1) of the Hindu Marriage Apt, 1955; the Second Party shall file the appropriate application and take necessary measures to withdraw the Maintenance Petition filed by her Under Section 125 of the Criminal Procedure Code, 1973 before the concerned Family Court such that the Petition along with its grievances, remedies sought from/against the First Party and allegations shall stand withdrawn by the Second Party. It has been further agreed between the parties that the Second Party after recording of the statement of the parties in the First Motion Petition before the concerned Family Court and



upon withdrawal of her Maintenance Petition bearing No: 120/2022 under Section 125 of the Criminal Procedure Code, 1973 shall not file any further complaint, petition or application against the Second Party concerning the events relating to their marriage.

- e. It has been further agreed between the parties that within seven days and in any case no later than 14 days of recording the statement of the parties before the Learned Family Court concerned in the First Motion Petition under Section 13 B (1) of the Hindu Marriage Act, 1955, the Second Party shall file the appropriate application and take necessary measures to Compromise/compound the NCR bearing No: 0071/2019 lodged against the First Party in South Rohini Police Station such that the Complaint along with its grievances, remedies sought from/against the First Party and allegations shall stand withdrawn by the Second Party. It has been further agreed between the parties that the Second Party after recording of the statement of the parties in the First Motion Petition before the concerned Family Court and upon compromise of her NCR bearing No: 0071/2019 u/s 323/506/IPC



in South Rohini Police Station shall not file any further complaint, petition or application against the Second Party concerning the events relating to their marriage.

- f. It has been further agreed between the parties that within seven days and in any case no later than 14 days of recording the statement of the parties before the Learned Family Court concerned in the First Motion Petition under Section 13 B (1) of the Hindu Marriage Act, 1955, the First Party shall file the appropriate application and take necessary measures to withdraw the Criminal Appeal bearing No: CA/148/2022 filed by him under Section 29 of the Protection of Women from Domestic Violence Act, 2005 which is pending before the Court of Sh. Babry Bhan, Learned Sessions Judge, Rohini Courts, North West District, Delhi. It has been further agreed between the parties that the First Party after recording of the statement of the parties in the First Motion Petition before the concerned Family court and upon withdrawal of his Criminal Appeal under Section 29 of the Protection of Women from Domestic Violence Act, 2005 shall not file any further complaint. Petition or



application against the Second Party concerning the events relating to their marriage.

- g. It has been further agreed between the parties that they shall file the Second Motion Petition under Section 13 B (2) of the Hindu Marriage Act, 1955 upon the expiry of the statutory period of limitation of six months from the date of filing of First Motion Petition under Section 13 B (1) of the Hindu Marriage Act, 1955 or earlier by taking permission of the Hon'ble Family Court as the parties may deem fit. It has been agreed between the parties that the First Party shall pay a sum of Rs. 3,00,000/- (Rupees Three Lacs Only) to the Second Party at the time of recording of the statement of the parties before the Learned Family Court concerned in the Second Motion Petition under Section 13 B(2) of the Hindu Marriage Act, 1955 by way of Demand Draft/ Pay Order.
- h. It has been further agreed between the parties that within seven days and in any case no later than 14 days of recording the statement of the parties before the Learned Family Court concerned in the Second Motion Petition under Section 13 B (2) of the Hindu Marriage Act, 1955, the Second Party



shall help in quashing of FIR bearing No: 0091/2020 u/s 498A/354/406/34/IPC lodged against First Party and his family members in Aman Vihar Police Station which is registered as Criminal Case No:2924/2020 and pending adjudication before the Court of Ms. Preeti Rajoria, Ld. Metropolitan Magistrate (Mahila Court), North-West District, Rohini Courts, New Delhi within seven days and in any case no later than 14 days from recording of the statement of the parties in the First Motion Petition under Section 13 B (2) filed before the concerned Family Court by recording her statement or filing such applications/petitions/supporting affidavits and/or instituting such proceedings incidental thereto as may be necessary in this behalf and in terms of this Settlement made between the parties. It is further agreed that steps in this regard shall be undertaken by both the Parties, their respective Counsels as per the terms and spirit of this Deed.

- i. It has been further agreed between the parties that the First Party shall pay the remaining sum of Rs.2,50,000/- (Rupees Two Lacs Fifty Thousand Only) out of the total settlement amount of Rs.



11,00,000/- (Rupees Eleven Lacs Only) to the Second Party at the time of Quashing of the FIR bearing No: 0091/2020 u/s 498-A/354/406/34/IPC before the Hon'ble Delhi High Court by way of Demand Draft/Pay Order.

3. That the Second Party undertakes to withdraw the complaint bearing No: CC/ 1801/2020 filed by her under Section 12 of the Protection of Women from Domestic Violence Act, 2005 which is pending before the Court of Ms. Preeti Rajoria, Learned Metropolitan Magistrate (Mahila Court), Rohini Courts, North West District, Delhi within (7) seven days and in any case no later than (14) Fourteen days from recording of the statement of the parties in the First Motion Petition under Section 13 B (1) filed before the concerned Family Court.
4. That the First Party undertakes to withdraw the Divorce Petition bearing No: HMA/207/2021 filed by him under Section 13 (1) (ia) of the Hindu Marriage Act, 1955 which is pending before the Court of Ms. Raj Rani, Learned Principal Judge, Family Court, Rohini Courts, North West District, Delhi within seven days and in any case no later than 14 days from recording of the statement of the parties in the First Motion Petition under Section 13 B (1) to be filed before the concerned Family Court.



5. That the First Party undertakes to withdraw the Criminal Appeal bearing No: CA/148/2022 filed by him under Section 29 of the Protection of Women from Domestic Violence Act, 2005 which is pending before the Court of Sh. Babru Bhan, Learned Sessions Judge, Rohini Courts, North West District, Delhi within (7) seven days and in any case no later than (14) Fourteen days from recording of the statement of the parties in the First Motion Petition under Section 13 B (1) filed before the concerned Family Court.
6. That the Second Party undertakes to withdraw the Maintenance Petition bearing No: Mt./120/2022 filed by her under Section 125 of the Criminal Procedure Code, 1973 which is pending before the Court of pending before the Court of Ms. Raj Rani, Learned Principal Judge, Family Court, Rohini Courts, North West District, Delhi within (7) seven days and in any case no later than (14) Fourteen days from recording of the statement of the parties in the First Motion Petition under Section 13 B (1) to be filed before the concerned Family Court.
7. That the Second Party undertakes to help in compromising the NCR bearing No: 0071/2019 lodged in South Rohini Police Station against the First Party within (7) seven days and in any case no later than (14) Fourteen



days from recording of the statement of the parties in the First Motion Petition under Section 13 B (1) to be filed before the concerned Family Court by recording her statement or filing such applications/ petitions/ supporting affidavits and/or instituting such proceedings incidental thereto as may be necessary in this behalf and in terms of this Settlement made between the parties. It is further agreed that steps in this regard shall be undertaken by both the Parties, their respective Counsels as per the terms and spirit of this Deed.

8. That the Second Party undertakes to help in quashing of FIR bearing No: 0091/2020 u/s 498A/354/406/34/IPC lodged against First Party and his family members in Aman Vihar Police Station which has been registered as Criminal Case bearing No: 2924/2020 and is pending adjudication before the Court of Ms. Preeti Rajoria, Learned Metropolitan Magistrate (Mahila Court), Rohini Courts, North West District, Delhi within seven days and in any case no later than 14 days from recording of the statement of the parties in the Second Motion Petition under Section 13 B (2) to be filed before the concerned Family Court by recording her statement or filing such applications/ petitions/ supporting affidavits and/or instituting such proceedings incidental thereto as may be



necessary in this behalf and in terms of this Settlement made between the parties. It is further agreed that steps in this regard shall be undertaken by both the Parties, their respective Counsels as per the terms and spirit of this Deed.

9. That it is also agreed between the parties pursuant to the receipt of the aforesaid amount of Rs. 11,00,000/- (Rupees Eleven Lacs Only), all the claims of the Second Party qua the First Party and his family members/ relatives shall stand satisfied and extinguished.
10. That both the parties shall cooperate and sign all necessary documents for the purposes of obtaining divorce by mutual consent and render all assistance for the expeditious disposal of the same and shall undertake to appear before the Family Court, Rohini Courts, Delhi for recording of their statements for the purposes of obtaining divorce by mutual consent. It is agreed between the parties that they shall not withdraw their consent for recording of statement under Section 13 B (1) and 13 B (2) of the Hindu Marriage Act, 1955.
11. That pursuant to engrossing their signatures on the present Settlement Deed/ Agreement and fulfillment of all the terms of the present Settlement, the First Party and the Second Party shall not interfere in the lives of each other



in any manner including personal, oral, written, electronic or telephonic contact and also will not make any allegation against each other and/or their respective family members.

12. That the Second Party after the receipt of the sum of Rs. 11,00,000/- (Rupees Eleven Lacs Only) subject to the aforementioned clauses, will not claim any further amount towards past, present and future maintenance, compensation, alimony or expenditure from the First Party or his family members or relatives. It is also agreed between the parties that pursuant to receipt of Rs. 11,00,000/- (Rupees Eleven Lacs Only), the Second Party shall not be entitled to claim any amount from the First Party. All the claim (s), if any, raised by the Second Party qua the First Party and his family members shall stand extinguished and the Second Party shall be estopped in law to file any such claim and in case any such claim is filed by the Second Party, the same shall stand dismissed and withdrawn and shall also tantamount to committing breach of the undertaking given by the Second Party. Likewise, the First Party shall also not lay any claim or compensation towards the Second Party or her relatives.
13. That the Second Party hereafter shall have no claim towards istridhan, jewellery and personal belongings and



undertakes not to raise any claim in respect of the same against the First Party or his parents and relatives, etc. subject to payment of settlement amount.

14. That both the parties agree and undertake that subject to the fulfillment of the terms of the present Agreement, they shall have no claim or right qua any immovable properties of the other party or against the family members of the other party whether self-acquired, HUF or ancestral under any circumstances now or in future, immediately in view of the present Settlement. The Second Party agrees and undertakes that she has and shall have no claim for maintenance, istridhan or permanent or temporary alimony against the First Party subject to the receipt of temporary alimony against the First Party subject to the receipt of settlement amount of Rs. 11,00,0000/- (Rupees Eleven Lacs Only) in compliance of the Settlement Deed and that she shall seek gainful employment.
15. That the present Settlement Deed is effective and enforceable from the date of its execution and shall remain effective and binding and form part of the decree for mutual consent.
16. That it has also been agreed between the parties that they will adhere to the terms and conditions of this Settlement and will do all acts necessary for the expeditious



compliance of the same and shall cooperate with each other and sign all the relevant documents required for the purposes of obtaining divorce by mutual consent.

17. That the parties hereinabove have taken a decision to break their matrimonial ties keeping in view their future welfare and better prospects.
18. That the contents of this Settlement Deed/Agreement have been read over to the parties and they have been explained the terms of this Settlement Deed/Agreement and they have understood the same to be true and shall be governed by the same.
19. That both the parties have executed this Settlement Deed/Agreement without any force, undue influence or coercion from any quarter, and both the parties shall be estopped in law to assail the validity of any clause/ term of the Settlement on the ground of the same being void or unlawful subject to the payment of the entire settlement amount in terms of the present Settlement/Agreement.
20. That both the parties to the present Settlement Deed /Agreement undertake that they shall duly perform and abide by all the terms and conditions as contained in the present Settlement Deed/Agreement and in case of breach of any of • the terms and conditions as envisaged



hereinabove, the parties are liable to be punished under the provisions of Contempt of Courts Act, 1971.

21. That neither the parties nor any of their representatives, executors, assigns, successors, administrators, etc. would at any time, even in future, challenge these terms and conditions, on any ground, whatsoever, and/or in any manner, whatsoever, and would always remain- bound by them.
22. That it is clearly understood by the parties that they are entering into and executing this Full and Final Settlement Deed bonafide, voluntarily and out of their own free will and consent, without any force, pressure, duress, threat, fraud, coercion, misrepresentation, collusion or undue influence, whatsoever, and the parties accept this Full and Final Settlement Deed as fair, just and equitable and also as final, conclusive and binding on them, their representatives, executors, assigns, successors, administrators, etc. and they have further bound themselves to do all what would be necessary to give full and complete effect to it. Further, the parties have confirmed and undertaken that they were given sufficient time and opportunity to consult their legal counsels of their choice and it is only after said consultations with the counsels of their choice, after full understanding of the



effect of the terms and conditions of the present Settlement Deed.

23. That all the disputes and differences between the parties have been fully and finally settled. Nothing shall be now due from either party to the other on any account, whatsoever, except under the present Settlement. It is also agreed between the Parties that neither party shall file against the other, or against their family, relative, successor or assigns any suit, plaint, case, petition, application, complaint or report in relation to events arising of their matrimonial life.
24. That the Parties further agreed that the permanent solution shall lie between the parties and the Parties shall not cause any interference/inconvenience to each other in future hence neither party shall visit each other unless specifically desired by the parties concerned.
25. That both parties agree to mutually agree on dates suitable for both the parties for carrying out the terms of this Deed.
26. The parties to this Deed will not attempt to interfere or intimidate each other directly or indirectly in any manner during the existence and even after the expiration of 'this Deed even after the grant of Decree of Divorce by way of Mutual Consent.



27. That after the signing of the present Deed, both the parties shall be the exclusive owners of their respective assets and properties and neither party shall have any right, title and interests / claim in the same. The Second Party cannot claim share from the property owned or inherited by the First Party. Similarly, the First Party cannot claim share from the property owned or inherited by the Second Party.
28. That no personal photographs and or videos disclosing the face, body part, voice and/or identity of the other party, taken with or without the consent and or knowledge of the other party, shall ever be published or be made public or let/allow to become public and/or used for any purpose whatsoever by either party and the same shall be destroyed.
29. That the parties hereto do not have any grievance left against each other, therefore, in view of the same, they have further undertaken that they shall not make any allegations / statement maligning the character Of each other or any member of their families to avoid embarrassment to either of them nor indulge in any future criminal or civil litigation. That the respective parties further undertake not to indulge in any acts which may result in the harassment and annoyance to the Other Party.



30. That the Second Party shall have no other claim against the First Party in future for all times to come and all her claims pertaining to the matrimonial life of the parties stand settled in all respect.
31. That all terms of the present Deed and the history between the parties shall remain confidential at all points of time, except if so, needed by any Court of law or any statutory authorities.
32. That after signing of this Settlement Deed, the First and the Second Party shall not file any other complaint, litigation, cases, applications, petitions before any statutory authority/Court/forum against each other and shall not take any action directly or indirectly against each other and if any case or complaint/case/petition is found, the same shall stand compromised & withdrawn in terms of this Deed of Settlement.
33. The parties herein agree and undertake to abide by and bind themselves by the terms and conditions contained herein. If Either Party to this Deed fails to fulfill its obligations as mentioned in this Deed and makes himself/herself unavailable at the time of filing of the First Motion of the Divorce Petition or at the time of Second Motion of the Divorce Petition, the delinquent Party shall be entitled to prosecute the defaulting party for cheating, perjury and



other relevant laws and pursue the remedies available to it.

34. That abiding by the various terms of this Deed is sacrosanct and both the Parties shall abide by the letter and spirit of the terms of this Deed after it's signing and until and unless this Deed is superseded by any other Deed/Deeds between the parties to this Deed. , 35. That the present Deed is being signed by the parties, both of whom are highly educated persons, after reading and understanding the same and without undue pressure or coercion or force or undue influence from any side.

35. That abiding by the various terms of this Deed is sacrosanct and both the Parties shall abide by the letter and spirit of the terms of this Deed after it's signing and until and unless this Deed is superseded by any other Deed/Deeds between the parties to this Deed. , 35. That the present Deed is being signed by the parties, both of whom are highly educated persons, after reading and understanding the same and without undue pressure or coercion or force or undue influence from any side.

36. Miscellaneous:

(i) Parties hereto shall not assign this Deed or any of their rights or obligations hereunder without the prior written consent of the other Party. Nothing in this Deed, express or



implied, is intended to confer upon any Party other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Deed, except as expressly provided herein.

(ii) **Amendments:** This Deed may not be amended, nor any obligation waived, except by a writing signed by both parties hereto. Parties shall not assign this Deed, or assign or delegate any rights or obligations hereunder, without the prior written permission of other party.

(iii) **Severability:** In the event any term of this Deed is found by any Court to be void or otherwise unenforceable, the remainder of this Deed shall remain valid and enforceable as though such term were absent upon the date of its execution.

(iv) **Entire Deed:** This Deed contains the entire Deed and understanding between the Parties hereto relating to the subject matter hereof and supersedes all other prior Deeds and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

(v) **Counterparts :** The parties may execute this Deed in counterparts. Each counterpart shall constitute an original document and all counterparts shall constitute one and the same Deed.

(vii) **Governing Law:** This Deed shall be governed by the laws of India, without reference to conflict of laws principles.



This document contains the entire Deed between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Deed shall not constitute a waiver thereof or of any other provision hereof. In relation to any legal action or proceedings to enforce this Deed, the Parties irrevocably submit to the exclusive jurisdiction of the Courts at New Delhi and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

6. It is submitted that the decree of divorce has already been granted vide order dated 11.05.2023 in HMA NO.1190/2023 by learned Judge, Family Court, North West Rohini, Delhi.
7. Pursuant to the terms of the settlement agreement the petitioner has paid the remaining amount Vide DD No. 500571 dated 20.04.2023 (revalidated on 21.07.2023) for the sum of Rs.2,50,000/- drawn on ICICI Bank.
8. IO has duly identified the parties.
9. 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.

10.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 and thus the parties must be given a chance to move on with their lives.

11.In view of the submissions made above, the case FIR No.91/2020 registered under Sections 498A/406/34 IPC at PS Aman Vihar and consequent proceedings arising therefrom are quashed.

12.The present petition stands disposed of.

DINESH KUMAR SHARMA, J

JULY 26, 2023

Pallavi