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

+ **CRL.M.C. 3803/2023**

AMIT BIDLAN @ SATISH & ORS.

..... Petitioners

Through: Ms. Shruti Kapoor and Ms.
ShaluKataria, Advs.

versus

THE STATE GOVT OF NCT OF DELHI & ANR. Respondents

Through: Mr. D. S. Dagar, APP for the State
with SI Parveen, PS Tilak Nagar and
ASI Hans Raj, Security Unite

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Date of Decision: 24th May, 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. 14311/2023 (Exemption)

Exemption is allowed subject to all just exceptions.

**CRL.M.C. 3803/2023**

1. The present petition has been filed under section 482 Cr.P.C for quashing of FIR no. 642/2019 registered under sections 498A/406/34 IPC at PS Tilak Nagar.
2. Briefly stated facts of the case are that Petitioner no.1/Husband and Respondent no.2/Wife got married on 08.12.2018 according to Hindu rites and ceremonies. Thereafter some temperamental differences cropped up between the parties and they started residing separately from 06.02.2019. As a result of these differences allegations and counter-allegations were made against each other and the present FIR no. 642/2019 under sections 498A/406/34 IPC was lodged at the statement of Respondent no.2/wife against the petitioners. There is no child born out of this wedlock.
3. Chargesheet has already been filed.
4. Learned Counsel submits that however during the pendency of the proceedings the both the parties arrived at a mutual settlement through mediation at Delhi Mediation Centre, Tia Hazari Courts vide Settlement Deed dated 12.04.2022 and decided to put a quietus to the proceedings. Therefore, the present FIR along with all the other proceedings may be quashed.



5. The terms of the Mediation/Settlement Deed dated 12.04.2022 are as follows :

1. It is agreed between the parties that they shall dissolve their marriage by obtaining a decree of divorce by way of mutual consent / court decree in the concerned court in Delhi.
2. It has been agreed between the parties that the respondent / husband Mr. Santosh J. Dass shall pay a total sum of Rs. 1,50,000/- (Rupees One Lac Fifty Thousand Only) along with jewellery (as per Annexure A) and goods /articles (As per Annexure B) to complainant / Wife Ms.Kajal towards full and final settlement of all her claims including Istridhan, maintenance (present, past and future) and permanent alimony etc.
3. That the above said settlement amount shall be paid by the respondent I husband to the complainant / wife in instalments, in the following manner :-
 - (i) 1st instalment of Rs. 50,000/- (Rupees Fifty thousand only) shall be paid by way of DD in the name of complainant / wife before the concerned Ld. Family Court, delhi at the time of recoding statements of the parties in first motion petition for mutual divorce which shall be filed on or before 15.05.2022. The respondent/ husband shall handover jewellery as per Annexure A to the complainant / wife at the same time.



(ii) 2nd instalment of Rs. 50,000/- (Rupees fifty thousand only) shall be paid by way of DD in the name of complainant / wife at the time of recording of statement of the parties in second motion petition for mutual divorce which shall be filed as per law or within such time as the concerned Ld. Family court may condoned.

(iii) 3rd instalment of Rs. 50,000/- (Rupees fifty thousand only) shall be paid by way of DD in the name of complainant / wife at the time of recording of statement before the Hon'ble High Court for quashing of FIR No. 642/19. The petition for quashing of present FIR shall be moved by the respondent / husband & his family members within 30 days after passing of decree of divorce by mutual consent. The complainant/ wife shall cooperate to give statement, affidavit / NOC and to do all these acts which may be required to be done before concerned Hon'ble High Court for quashing of present FIR.

4. That respondent/ husband shall handover goods/ articles as per Annexure-B to the complainant / wife on 01.05.2022 against proper receipt. Cartridges charges shall be borne by the husband only.

5. That the complainant / wife shall withdraw present case from the Ld. Referral Court after recording statements of parties in first motion and before filing of second motion petition.

6. That in case of default from either side in carrying out the terms of this settlement, he / she shall be liable to pay a sum of Rs. 10,000/-



(Rupees ten thousand only) by way of penalty / compensation o the other side besides refunding /returning / forfeit the benefit received hereunder.

7. It is further agreed between the parties that after this settlement, both the parties shall be left with no right, title or interest in the movable or immovable properties of each other or their family members and both the parties shall not file any case, complaint or litigation against each other in future pertaining to the present marriage and shall cooperate with each other in execution of present settlement and withdrawal of already filed cases.

8. That the parties have gone through the terms herein before recorded and have confirmed and verified the same to be correct and that they are going to sign it without any threat, pressure, coercion or undue influence from any quarter. Both the sides undertake to abide by the terms & conditions mentioned hereinabove.

6. It is submitted that in pursuance to the terms of settlement deed the decree of divorce has already been granted vide order dated 23.12.2022. Further, the petitioner had to pay a total sum of Rs.1,50,000/- (One Lakh Fifty Thousand Only) to Respondent no.2 towards full and final settlement of all her claims including istridhan, maintenance (present, past and future) and permanent alimony.

7. Respondent No.2 has already been paid Rs.1,00,000/- (One Lakh Only) and the remaining amount of Rs.50,000/- (Fifty Thousand Only) has bee



paid to her by Petitioner No.1/Husband vide DD No. 505320 dated 02.05.2023 drawn on Bank of Baroda

8. Respondent No.2/Wife is present in person and states that she has entered into the settlement voluntarily without any fear, force or coercion and has no objection if the present proceedings are quashed.
9. IO has duly identified the parties.
10. Section 482 CrPC also acknowledges the inherent power of the high court to secure the ends of justice. In cases where the offences are not compoundable in nature, the parties on account of an amicable settlement invoke the inherent power under Section 482 Cr.P.C. for quashing the proceedings on the plea that continuance thereof would merely be an abuse of process of law.
11. 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 .
12. 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.

13. In view of the above, of FIR No.642/2019 registered under sections 498A/406/34 IPC at PS Tilak Nagar and all the other proceedings emanating therefrom are quashed.

14. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

MAY 24, 2023

Pallavi

