



\$~31

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

+ CRL.M.C. 3918/2023

RAVI SHEKHAR & ORS.

..... Petitioners

Through: Mr.Nitesh Aman, Adv.

versus

THE STATE OF NCT OF DELHI & ANR.

..... Respondents

Through: Ms. Manjeet Arya, APP for the State
with ASI Ajeet Singh, PS Jagat Puri
and SI Ashok PS F. Bazar.

%

Date of Decision: 4th July, 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. 14760/2023 (exemption)

Exemption is allowed subject to all just exceptions.

CRL.M.C. 3918/2023

1. The present petition has been filed under Section 482 Cr. PC seeking quashing of FIR No. 101/2018 registered at PS Farsh Bazar under



Sections 498A/406/34 IPC.

2. Briefly stated facts of the case that the marriage between the parties got solemnized on 16.04.2016 according to Hindu rites and ceremonies. However, due to certain matrimonial discord and differences the parties are living separately since 24.10.2016. The present FIR was filed on the complaint of Respondent no.2/wife. There is no child born out of this wedlock.

3. Learned Counsel for the Petitioner submits that the parties have reached on an amicable settlement vide settlement deed dated 22.10.2022 at Family Court, Patiala House Courts, New Delhi, on the following terms and conditions:

“ 1.Whereas, the parties in pursuance of the above mentioned settlement agreement are willing and ready to sever their marital relationship.

2. Parties hereby have mutually agreed to dissolve their marriage by filing a joint petition for divorce by way of mutual consent U/s 13 (B) (1) of the Hindu Marriage Act, 1955 in the court of competent jurisdiction at New Delhi on/before or by 15/11/2022.

3. It is agreed between the parties that after expiry of mandatory prescribed period of six (6) month or any other earlier, if any so



permitted under the law/ judicial pronouncement, they will file second motion as contemplated under the Hindu Marriage act 1955 or in any other law and both the parties shall cooperate in entire process of mutual consent divorce proceedings and shall duly appear before the Hon'ble court for recording of their respective statement as required in law for the first and second motion.

4. It is agreed between the parties that the Petitioner (Husband) shall pay lump sum consideration of Rs.1150000/- (Eleven Lakhs Fifty Thousands only) to the respondent (wife) as full and final settlement (against the respondents' past present and future maintenance, permanent alimony, stridhan etc.) under the following manner in three installment.

5. That petitioner (husband) will pay a sum of Rs,350000/- (Three Lakhs fifty thousands) In the form of DD to the respondent (wife) at the time of recording of statement of both the parties before the Hon'ble family courts under the first motion proceedings. First motion petition shall be prepared by petitioner.

6. That the petitioner (Husband) shall pay Rs.400000/- (Four Lakhs.) to the respondent (wife) at the time of recording of statements of both the parties before the Hon'ble family court on under the second motion proceedings in the form of Demand



Draft. Second motion petition shall be filled by both the parties within 30 days of expiry of mandatory cooling period of six month after completion of first motion or both the parties shall file an application for waiving of mandatory cooling period of six month after first motion. Second motion petition shall be prepared by petitioner

7. It is further agreed between the parties that the petitioner (Husband) shall pay Rs.400000/- (Four Lakhs) in the form of DD to the respondent (wife) at the time of quashing of FIR No 101/2018 U/S-498A/406/34IPC P.S Farsh Bazar Delhi in Hon'ble Delhi High Court within 30 days after second motion and respondent (Wife) shall cooperate and sign all the necessary affidavits and appear for statements and do the needful in quashing of said FIR. The FIR quashing shall be filed by Husband.

8. The second party undertakes not to establish any future contact with the first party in any manner whatsoever from the date of signing of the present deed and only contact that shall be made between the parties shall be only with respect to the signing of divorce petitions and coordination of dates for appearance before the court.



9. *The parties also undertake not to interfere in each other's life directly or through family members, relatives or any indirect mode. The parties hereby admit and acknowledge that they shall stand severed of any relationship whatsoever with each other.*

10. *That the present agreement is being executed by the parties in pursuance of their future interest and without any force or coercion and the same is based on free consent of the parties.*

11. *It is agreed between the parties that in event of non appearance for the purpose of disposal of second motion and decree of divorce or quashing of FIR in Delhi High Court or any other High Court in India the respondent (Wife) shall return the received amount with 2 percent interest per month to the petitioner (Husband). Similarly if the petitioner (Husband) does not appear for the purpose of disposal of second motion and decree of divorce and quashing of FIR if any the said amount shall stand forfeited by respondent (Wife) and shall not be adjusted any arrear or any other.*

12. *This agreement constitutes the entire agreement between the parties and supersedes all or any prior agreement/ correspondences/ negotiations/ discussions/ representations, both written as well as oral, among the parties.*



13. Parties also agree that the respondent (Wife), shall not claim, in future, any maintenance (past, present, future), any istridhan, or lay claim on any right, title or interest in the (movable and immoveable properties) of the petitioner (Husband) or his family members.

14. It is agreed that both the parties shall withdraw all the cases and complaints filed against each other from the respected Hon'ble courts, police station, and concerned authorities before the second motion of mutual divorce

15. It is agreed between the parties that all the matters relating to this marriage either civil or criminal are settled and neither the parties nor their relatives shall make any complaints against each other in future and will not file any case/complaints against each other at any time in future in any court of law /police station etc.

16. It is agreed and parties undertake not to file any other complaint, petition, execution application etc. against each other at any time in future in any court of law in India and both the parties here by agree to abide by present settlement as having been reached without any undue influence, pressure or coercion.

17. It is agreed between the parties that in the event of failure of the compliance of present settlement, both the parties shall be at



liberty to seek revival and peruse their respective cases/ remedies under law which includes proceedings mentioned herein.

18. The parties have agreed on each and every terms as recorded in the settlement agreement, after carefully reading over and fully understanding and appreciating the contents, scope and effect thereof, as also the consequences of the breach thereof, including payment of the fine/penalty as mentioned above.

19. It is agreed between the parties that in the event of breach of any condition. In the present deed, the parties are free to avail the remedy as available to them under the respective laws and would not be barred from the terms of the present settlement deed.”

4. Petitioner No.1 and the Respondent No.2 both present in the person and submit that have entered into the above-mentioned settlement out of their own free will without any fear, force or coercion.
5. IO has duly identified the parties.
6. 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.



7. 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.
8. In view of the submissions made above, the case FIR No. 101/2018 registered at PS Farsh Bazar under Sections 498A/406/34 IPC and consequent proceedings arising therefrom are quashed.
9. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

JULY 4, 2023

Pallavi