

\$~100

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

+ CRL.M.C. 2589/2022

JASWANT RAI MITTAL & ORS. .... Petitioners

Through: Mr. Pankaj Batra, Advocate with  
petitioners in person.

versus

GOVERNMENT NCT OF DELHI & ANR. .... Respondents

Through: Mr. D.S. Dagar, APP for the State  
with SI Vandana, PS Hari Nagar.

%

*Date of Decision: 18<sup>th</sup> January, 2023*

**CORAM:**

**HON'BLE MR. JUSTICE DINESH KUMAR SHARMA**

**J U D G M E N T**

**DINESH KUMAR SHARMA, J. (Oral)**

**CRL.M.C. 2589/2022 & Crl.M.A.1333/2023 (under Section 482 Cr.P.C. seeking compromise)**

1. Present petition has been filed seeking quashing of FIR No.573/2022 under Sections 406/498A/34 IPC registered at Police Station Hari Nagar. Initially, the Petitioner had sought quashing of the FIR and all other proceedings emanating therefrom on merits. However, during the pendency of the petition the parties have arrived at a settlement vide agreement dated 12.10.2022. Pursuant to this, Crl.M.A.133/2023 has been filed seeking compromise as an additional ground in the main petition in terms of the agreement dated 12.10.2022. The agreement dated 12.10.2022 has been placed on record which reads as under:-

1. *That both the parties shall apply to the court of law for getting the divorce by mutual consent under the provisions of Hindu Marriage Act, 1956 upon the terms contained herein.*
2. *That The First Party has taken and paid the premium in respect of the LIC Policy in the name of Sailish Mittal who is son of both the First and Second Party, The First party after the First Motion of Divorce of Mutual Consent but before II Motion, shall apply the LIC office to process for the refund of the amount against the said policy after the second party provides the cancelled cheque of Mr Sailish Mittal, The amount of Rs50,000/- is Guaranteed by First Party, if LIC settles it for less than Rs 50,000/- which is payable by LIC directly in the account of Mr Sailish Mittal, then the deficit amount shall be paid by First Party to Second party at the time of second motion before court.*
3. *That the First Party is admitting that the second party is the lawful owner of the property bearing no. 59 First Floor, Pratap Nagar, Jail road, New Delhi- 110064, and shall cooperate the second party to get the title documents of the property no. 59 First Floor, Pratap Nagar, New Delhi-110064, which is lying with IDFC First Bank Rajendra Place, New Delhi, by visiting the said Bank, and First Party shall give the No Objection Certificate if the Title Documents are released in favour of Riya Mittal, It is agreed between First Party and Second Party that they shall request the bank manager jointly that the said original documents shall be handed over to Advocate Pankaj Batra by the Bank Manager, who in turn shall submit to the Family Judge on the same day where Divorce Petition by Mutual Consent of Second Motion is pending, The court shall handover the title documents of the property to Mrs Riya Mittal at the time of the second motion.*
4. *That after the First Motion, but before the second motion, First party and Second party shall go together and sell the Car bearing Registration No. DLCAT 0565 Make Honda Amaze, Diesel (which is in the name of First Party) to some third party and the amount at which the car is sold shall be kept by First Party and the same amount shall be handed over by the First Party to the Second Party at the time of Second Motion before*

*the Hon'ble Court. (The Second party at the time of sale of car shall Certify in writing to the First Party the price at which the car is sold to third party, so that later on before Hon'ble Court at Second Motion there is no dispute wrt the price at which car is sold).*

*5. That the First Party shall pay Rs. 30,000/-in cash to the Second Party at the time of Second Motion, before the Hon'ble Court. And Rs.20,000/- before the Hon'ble High Court at the time of Quashing of FIR No. 573/2020 P.S. Hari Nagar.*

*6. That both the parties make the endeavour to file Second motion as soon as possible preferably within one month after the first motion is allowed by the Hon'ble Family Court.*

*7. That a day before the second motion is listed before the court, The First Part shall move the applications for withdrawal of the suit of Declaration and the Divorce petition under Section 13(i)(a) HMA in terms of settlement arrived at and likewise the second party shall also move application for withdrawal of the DV case pending before Ld. Mahila Court MM West District on a day before the date fixed for second motion hearing. So that at the time of Second Motion the respective cases filed by both the parties are settled as withdrawn in terms of this settlement agreement except for the Quashing of the FIR No. 573/2020 P.S. Hari Nagar and the proceedings pending before the Ld Mahila Court, Which shall be done after the second motion order by joint application by both the parties.*

*8. That After the order on Second Motion, The First Party and Second Party shall file the joint Petition /application under section 482 CRPC before the Hon'ble Delhi High Court for quashing of the above said FIR (No. 573/2020 PS Hari Nagar) against all the Accused persons mentioned therein i.e. namely, Jaswant Rai Mittal, Chanchal Mittal, Navneet Mittal, Sanjay Goyal, Ashok Singla and Anil Kumar Mittal. And the proceedings resulting therefrom pending in the Mahila Court, after the charge sheet filed.*

*9. That neither of the parties has left with any claim of any sort whatsoever, against each other for any moveable or*

*immoveable property, jewellery, maintenance, Istridhan, or of any sort against each other.*

*10. That there is absolutely no exchange of any amount between the parties, except as stated herein above, and that it is decided that both the parties relinquish settled their all sort of claim, against each other be it either maintenance, Jewellery, gifts, Istridhan, moveable or immoveable property or any other claim whatsoever etc. under the said marriage and thus, nothing shall remain to be claimed by either party against the other party under this agreement.*

*11. That after the above agreement is completely 5 complied, none of the parties shall file any complaint, petition application under the so salvaged marriage against each other or against any of the relatives of either parties whether mentioned in FIR No. 573/2020 PS Hari Nagar, or against the issues of marriage i.e. Sherry Mittal or her family in laws or, Sailish Mittal. If any complaint filed by either of the parties, against each other or relatives or issues of so salvaged marriage shall be deemed to be withdrawn and settled by this agreement.*

*12. That if the Second party backs out from the above said agreement, before the second motion, then it shall be liable for contempt of proceedings and the litigations withdrawn by First Party as mentioned at Serial No.1-2 (Cases filed by Anil Kumar Mittal) shall be revived.*

*13. Provided, if the First Party back out from the above said agreement, before the second motion of divorce, then it shall be liable for contempt of proceedings, and the litigations withdrawn by Second Party as mentioned at Serial No.1 of the table cases filed by Riya Mittal shall be revived. .*

*14. Provided further, both the parties shall cooperate in getting the FIR and resultant proceedings arising therefrom, quashed. And if the Second party fails to cooperate for above said quashing of FIR, then the FIR and resultant proceedings arising therefrom is liable to be quashed in absence of the Second Party and the Second Party shall also be liable for Contempt of High Court. .*

15. *That thereafter both the parties shall be free to marry and find their mutual alliance and none of the party shall interfere into the life of each other.*

16. *That the none of the parties shall have any right, or claim as regards maintenance, alimony or whatsoever; or inherit the property of the other party- whether present or future.*

17. *That the parties to this agreement have agreed to the terms and conditions as enunciated in this document with their free will and consent without any force, coercion, fraud, or undue influence.*

18. *That both the parties have "further settled, agreed and understood that they will not file any litigations, complaints under any of the provisions of law passed by State Legislature or Parliament; And that both parties shall not take any actions against each other in any court, authority or forum in respect of this marriage.*

19. *That if any complaint or litigation is pending shall be withdrawn by party at whose instance it was filed.*

20. *That the present deed and its terms and conditions are irrevocable and binding and in case of any violation-it can be put in evidence before the court of law against the violating party.*

21. *That any terms and conditions of this agreement can be enforced by the party against the party violating it."*

2. Learned counsel for the petitioner submits that pursuant to the settlement, the marriage has already been dissolved between the parties by a decree of mutual consent under Sections 13B(2) of the Hindu Marriage Act, 1955 vide order dated 16.12.2022. He further submits a civil suit bearing number CS 375/2021 titled *Anil Kumar Mittal vs. Riya Mittal and Anr.* a petition bearing HMA case No.648/2020 under Section 13(i)(a) of the Hindu Marriage Act, 1955 has been withdrawn. The case under the provisions of the DV Act has also been withdrawn. He further submits that two children

were born out of wedlock namely Ms. Sherry Mittal and Mr. Sailish Mittal, who are now settled in their life. Ms. Sherry Mittal is already married.

3. Respondent No.2, who is present in Court in person, states that she has settled the matter voluntarily out of her own free will without any fear, force or coercion. Respondent No.2 further states that petitioner No.6 has complied with the terms and conditions of the settlement and therefore, she has no objection if FIR No.573/2022 under Sections 406/498A/34 IPC registered at Police Station Hari Nagar and all the proceedings emanating therefrom are quashed.

4. Petitioners Nos.1 to 3 are present through video conferencing. Petitioners Nos.4 to 5 are present in Court in person.

5. The Investigating Officer has duly identified the parties.

6. The 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.

7. 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 put quietus to the proceedings. It was a matrimonial dispute which has been amicably settled.

8. Accordingly, the case FIR No.573/2022 under Sections 406/498A/34 IPC registered at Police Station Hari Nagar and all the proceedings emanating therefrom are quashed.

**DINESH KUMAR SHARMA, J**

**JANUARY 18, 2023**  
**St..**

