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

+ CRL.M.C. 4442/2023

+ W.P.(CRL) 1833/2023

SHRI HIMANSHU SINGHAL AND ORS Petitioners

Through: Mr. G. D. Chotmurada, Adv.

versus

STATE (NCT) OF DELHI AND ANR Respondents

Through: Mr. Sanjeev Bhandari, ASC with Mr. Kunal Mittal and Mr. Saurabh Tanwar, Advs. with SI Mahabir Singh, PS Roop Nagar in FIR 33/21

Mr. Digam Singh Dagar, APP for the State with SI Jyoti SI Gaithoi Lio, PS Dabri

Mr. Udit Gupta, Adv. for R-2.

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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. 17004/2023 (Exemption) in CRL.M.C. 4442/2023

CRL.M.A. 16965/2023 (Exemption) in W.P.(CRL) 1833/2023

Exemptions are allowed subject to all just exceptions.

CRL.M.C. 4442/2023&W.P.(CRL) 1833/2023

1. These are two petitions are seeking quashing of cross FIR No. 336/2020 P.S. Dwarka South u/s 354/354B/323/506/509/34 IPC and FIR NO. 33/2021 P.S. RoopNagar u/s 498A/406/34 IPC.
2. FIR No.336/2020 was lodged on the statement of Mrs. Payal Bagadia wife of Himanshu Singhal against the petitioner No.1 and his family members on 16.08.2020.
3. Mrs. Payal Bagadia lodged a complaint before the CAW(Cell), PS Sabji Mandi, New Delhi against the petitioner No.1 and his family members on 12.06.2020 and on the basis of which the second FIR No. 33/2021 dated 21.01.2021 under Section 406/498A/34 IPC was registered.
4. Learned counsel for the petitioners submits that after detailed discussions and Mediation Sessions held by the Ld. Mediator with Petitioners and Respondent No.2 and their respective counsels on 18.04.2023, 20.04.2023, 25.04.2023 and 01.05.2023, with the assistance of the Ld. Mediator and their respective counsels, both the parties voluntarily without any force, undue influence, coercion, threat or pressure from any Quarter of society whatsoever have agreed to resolve all their disputes and differences. Accordingly, a Settlement Agreement was executed on 01.05.2023 between the parties on the following terms and conditions;
 1. That due to ideological and temperamental differences, both, the First Party and the Second Party could not continue the marriage and ultimately have resolved and decided to

amicably sever the marital relation between them and lead their lives of their own choice and liking.

2. That both, the First Party and the Second Party have agreed that this Settlement Agreement is entered hereunto on AS IS WHERE IS BASIS i.e. as on the date of signing of this Settlement Agreement, all the articles which are in the possession of the First Party shall remain in the custody and possession of the First Party and she alone shall be the sole and exclusive owner of the same and likewise the articles, if any, which are in possession of the Second Party shall remain in the custody and possession of the Second Party and he alone shall be the sole and exclusive owner of the same. Therefore all the cross claims made by both the parties with respect to Istri-dhan and Gift articles which are said to have been exchanged between the parties either before, at the time of or even after their marriage or as the case may be dowry articles are put to an end and neither of the parties to this Settlement Agreement nor any of their relatives hereinafter will stake a claim for any of the articles of any nature whatsoever.

3. That full and final settlement as agreed and settled by and between both, the First Party and the Second Party in Clause 2 above, the First Party has of her own sweet and free will and volition, without any force, undue pressure or coercion or threat or pressure from any outside quarter whatsoever hereby declares that all her claims with respect to alimony - past, present or future, maintenance- past, present or future,

Istridhan, Gift articles/dowry articles, marriage expenses, litigation expenses etc. stands completely settled up to the satisfaction of the First Party and the First Party undertakes that she will not raise any claim of any nature and will not sought any monetary benefit or compensation or financial support on any account whatsoever from the Second Party or his estate under any circumstances whatsoever qua their present marriage.

4. That both the parties have settled all their grievances against each other amicably out of the Court and have agreed and also undertake to dissolve their marriage by mutual consent u/s 13B of Hindu Marriage Act, 1955.

5. That both, the First Party and the Second Party have mutually agreed to file a joint petition u/s 13(B)(1) of Hindu Marriage Act before the Competent Court of Law at Dwarka District court within 10 days of signing of this Settlement Agreement and in any case not later than 15th May, 2023 and they also undertake to positively give appearance before the concerned Family Court for recording of their respective statements in petition filed u/s 13B(1) Hindu Marriage Act on the first date of listing and hearing of the said petition and they also further undertake to appear positively on all the dates of hearing during the proceeding of the said petition.

6. That the Parties agree to jointly file an application for waiver of the statutory period of six months in terms of the judgment passed by Hon'ble Supreme Court of India in Amardeep Singh Vs. Harveen Kaur in Civil Appeal No.

11158/2017 along with Second Motion petition for divorce by mutual consent within fifteen days of passing of the order in First Motion petition for divorce by mutual consent. The Parties further agree and undertake that they shall sign the joint petition along with supporting affidavits, give their respective affidavits of undertaking confirming the terms of the present Agreement.

7. That it is further mutually agreed between both the parties that both the parties will jointly file an application for waiver of mandatory statutory cooling period after first motion u/s 13(B)(1) of Hindu Marriage Act is allowed along with second motion petition u/s 13(B)(2) of Hindu Marriage Act within 10 days of the receipt of the Certified Copies of the First Motion u/s 13B(1) of Hindu Marriage Act from the concerned Court and they also undertake to positively give appearance before the concerned Family Court for recording of their respective statements in petition filed u/s 13B(2) Hindu Marriage Act on the first date of listing and hearing of the said application and said petition and they also further undertakes to appear positively on all the dates of hearing during the proceeding of the said application/petition.

8. That the First Party has agreed and hereby undertakes to withdraw all her aforesaid complaint cases namely (i) CC No. 4425/2020 under section 12 & 23 of D.V. Act; (ii) Maintenance Petition bearing No. Mt. 131/2020 u/s 125 Cr. P.C.; (iii) all other complaints filed against the Second Party or against any of his family members before any Police Station or other

authority or, as the case may be before any forum within 10 days from the date of the Court Order allowing First Motion u/s 13B (1) of Hindu Marriage Act or in any case before filing the petition for second motion under section 13B (2) of Hindu Marriage Act.

9. That the First Party has agreed and hereby undertakes to provide a No Objection Certificate to the Second Party for de-freezing the operations of his Bank Locker No. 127 maintained with Canara Bank, Uttam Nagar within 10 days from the date of the Court Order allowing First Motion u/s 13B(1) of Hindu Marriage Act and also cooperate in the proceedings arising out of the same.

10. That the First Party has agreed and also undertakes to fully cooperate with the Second Party, his parents, brother, sister and brother-in-law (Jija) in quashing of the FIR No. 336/2020 dated 17.08.2020 P.S. Dwarka South under section 354/354B/506/509/34/323 IPC and FIR No. 33/2021 dated 21.01.2021 P.S. Roop Nagar under section 498A/406/34 IPC and further undertakes to file the requisite affidavit and requisite documents for filing of petition under section 482 CrPC, 1973/ Article 227 of Constitution of India, before the Hon'ble High Court of Delhi for quashing of both the above said FIR's within 10 days of passing of the decree of dissolution of marriage u/s 13(B)(2) of the Hindu Marriage Act by the concerned Court to ensure smooth and unhindered quashing of the aforesaid FIR's and give appearance on the dates and time

as appointed by the Hon'ble High Court of Delhi and she would record and convey her no objection statement for quashing of both aforesaid FIR's as and whenever required and fully co-operate in the proceedings arising out of it.

11. That the First Party has agreed and hereby undertakes that she will not seek any compensation/consideration or any amount of any nature whatsoever in lieu of quashing of both the aforesaid FIR's from the Second Party, his parents, his younger brother, his sister and his brother-in-law (Jija) since as agreed in clause 2 and 3 above all the claims and consideration/compensation amount of First Party of any nature whatsoever against the Second Party and/or any of his family members stands fully and completely settled up to her satisfaction.

12. That likewise the Second Party has agreed and undertakes to withdraw his aforesaid divorce petition pending in the Court of Ld. Family Judge, Dwarka and all other complaints filed against the First Party and/or any of her family members before any police station or as the case may be before any forum within 10 days from the date of the Court Order allowing First Motion u/s 13B(1) of Hindu Marriage Act.

13. That Second Party has agreed and undertakes to withdraw his aforesaid Criminal Revision Petition pending in the Court of Ld. Additional Session Judge, Central, Tis Hazari Courts, Delhi within 10 days of the passing of the order of First Motion u/s 13B(1) of the Hindu Marriage Act.

14. That both, the First Party and the Second Party further undertake and declare that all their claims against each other stands completely settled and fully satisfied. Therefore in view of the full and final settlement and satisfaction of all their claims as stated hereinabove, the parties to this deed have absolutely no claim of whatsoever nature left unsettled and unsatisfied against each other in any manner whatsoever qua their present marriage and consequential disputes related to their marriage.

15. That since all the claims of both the parties to this Settlement Deed stands completely settled and fully satisfied as stated herein above, both, the First Party and the Second Party undertake not to hereafter enter or engage themselves into any civil or criminal litigation against each other or their respective family members touching upon their matrimonial issues which stand fully and absolutely settled and satisfied as per the terms of this Settlement Deed.

16. That it is agreed between both, the First Party and the Second Party that Petition for First Motion u/s 13B(1) of Hindu Marriage Act, Petition for Second Motion u/s 13B(2) of Hindu Marriage Act and Petition for Quashing of FIR No. 336/2020 dated 17.08.2020 P.S. Dwarka South under section 354/354B/323/506/509/34 IPC and FIR No. 33/2021 dated 21.01.2021 P.S. Roop Nagar under section 498A/406/34 IPC will be prepared and will be filed with the concerned Court by

the counsel of the Second Party and both the parties shall bear their legal expenses on their own.

17. That it is mutually agreed between the First Party and the Second Party that after signing of this Settlement Deed, neither of the Party, nor any of their family members/relatives will interfere in the personal life or way of living of other party.

18. That both, the First Party and the Second Party hereby undertake not to display any solo pictures of opposite Party or their pictures together or with their family members on their and their family/friend's personal profile on social or professional websites/platforms like facebook/ Instagram/ whatsapp/ twitter/ Hi5/ myspace/ linkedin etc or any other website or social media platform in whatever manner and also undertake not to pass any derogatory comments on each other's profile or amongst friends and families. This includes but is not limited to whatsapp chat conversations, SMS, and/or any video or audio recording pertaining to both the parties.

19. That both, the First Party and the Second Party hereby undertake not to make any document public or to share any document in any form - whether electronic or otherwise with anyone whosoever for any purpose whatsoever which are on record and forms part of the judicial file and shared with each other during the course of proceedings of various Court cases/ police complaints etc. between the parties.

20. That both, the First Party and the Second Party hereby undertake not to contact any of the relative, friend or neighbor of the other party by any means of communication or make derogatory statement or comments against the other party.

21. That the First Party hereinafter will not stake a claim of any nature whatsoever against the Second Party (here the term Second Party includes his respective legal heirs, successors, executors, administrators, representatives, assigns, nominees and attorneys etc.) and/or his family members qua their present marriage in future.

22. That likewise the Second Party hereinafter will not stake a claim of any nature whatsoever against the First Party (here the term First Party includes her respective legal heirs, successors, executors, administrators, representatives, assigns, nominees and attorneys etc.) and/or her family members qua their present marriage in future.

23. That with this Settlement Agreement is entered into and signed by both, the First Party and Second Party of their own free will and volition and without being under any undue influence, coercion, threat of pressure from any quarter whatsoever.

24. That both, the First Party and the Second Party shall remain bound by the undertakings contained in this Settlement Agreement and Both, the First Party and the Second Party hereby agrees to abide by terms and conditions of this

Settlement Agreement in letter and spirit without any objection or murmur.

25. That in case either of the Party retraces his/her steps and does not perform his/her part of obligation under this Settlement Deed, the aggrieved Party shall have the right to get this Settlement Deed enforced against the defaulting Party in the appropriate court of law entirely at the costs, risks and consequences of the defaulting Party.

26. That it is mutually agreed between both, the First Party and the Second Party that in case of non-compliance of any of the terms and conditions of this Settlement Deed by either Party at any time, then the defaulting Party shall be liable to pay a sum of ₹ 20,00,000.00 (Rupees Twenty Lakhs only) as compensation for non-compliance to the aggrieved Party.

27. That this Settlement Deed shall constitute a vital piece of record and evidence and in determination of any dispute, if arises.

5. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 06.06.2023 passed by Learned Ld. Judge, Family Court, Dwarka Courts, New Delhi.
6. 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 No. 336/2020 registered at P.S. Dwarka South u/s

354/354B/323/506/509/34 IPC and FIR NO. 33/2021 registered at P.S. Roop Nagar u/s 498A/406/34 IPC and all the proceedings emanating therefrom.

7. 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 offence 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.
8. All parties are present in court and 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 marriage between the parties has also been dissolved by a decree of divorce by mutual consent order/judgment dated 06.06.2023, she has no objection if both the FIRs and all the proceedings emanating therefrom are quashed.
9. Taking into account the totality of facts and circumstances, the case FIR No. 336/2020 registered at P.S. Dwarka South u/s 354/354B/323/506/509/34 IPC and FIR NO. 33/2021 registered at

P.S. Roop Nagar u/s 498A/406/34 IPC and all proceedings emanating therefrom are quashed.

10. The present petitions stand disposed of.

DINESH KUMAR SHARMA, J

JULY 4, 2023

Pallavi

