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

+ **W.P.(CRL) 1859/2023**

KUSH MANGLA & ORS.

..... Petitioner

Through: Ms.Richa Verma and Ms.Pooja
Sharma, advocates

versus

THE STATE & ANR.

..... Respondents

Through: Mr.Amol Sinha, ASC (Crl.) for the
State with Mr.Kshitiz Garg and
Mr.Ashvini Kumar, Advts.
Mr.Sanjay Goel and Mr.Praveen
Kumar, Advts. for R-2 with R-2 in
person.

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Date of Decision: 05.07.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 17162/2023 (exemption)

Exemption is allowed subject to all just exceptions.

Application stands disposed of.

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1. The present petition has been filed for quashing of FIR no. 65/2022 dated 12.01.2022 registered under Section 498A/406/34 IPC at PS Shahbad Dairy.

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2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 10.07.2023 in accordance with the Hindu Rites and Ceremonies. And one son, namely Shivay, was born on 10.06.2020 out of the wedlock. However, it has been submitted that, on account of temperamental differences and mental incompatibility, the parties started living separately and instituted multiple litigations against each other and their respective families including the present FIR.
3. Learned Counsel further submits that during the pendency of the proceedings, the parties have resolved their disputes amicably and in furtherance thereof they have entered into a settlement agreement dated 10.07.2022 before the Mediation Centre, Rohini District Courts, Delhi. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs.25,00,000 (Rupees Twenty Five Lacs Only) in full and final settlement of the entire dispute to respondent no. 2/complainant.
4. It has been submitted that pursuant to the settlement, a mutual divorce petition was filed and a decree of divorce was granted vide order dated 17.02.2023 passed by Ld. Principal Judge, Ms. Seema Maini; Family Court: Northwest, Rohini.
5. The Learned Counsel for the petitioners, therefore, submits that since the parties have resolved all their differences amicably; it would be in the interest of justice to quash FIR no. 65/2022 dated 12.01.2022 registered under Section 498A/406/34 IPC at PS Shahbad Dairy and all the proceedings emanating therefrom.
6. Both 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 the remaining amount of the sum of Rs.17 lakhs has been paid vide DD No.088642 dated 04.07.2023 drawn on HDFC Bank to the respondent in court today. 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 17.02.2023, she has no objection if FIR no no. 65/2022 dated 12.01.2022 registered under Section 498A/406/34 IPC at PS Shahbad Dairy and all the proceedings emanating therefrom are quashed.

7. I have gone through the settlement which has been placed on record. The settlement agreement provides for the following terms and conditions:

- 1. It is mutually settled between the parties that complainant/ wife and respondent/husband shall get dissolved their marriage by a decree of divorce by mutual consent without leveling allegations and counter allegations against each other in accordance with law before the Court of competent jurisdiction at Delhi.*
- 2. The respondent no. 1/husband shall pay a total sum of Rs.25,00,000/(Rupees Twenty Five Lacs Only) to the complainant/wife as full and final settlement including all her claims past, present and future maintenance and child arising out of the marriage with respondent which shall include permanent alimony, maintenance, all other miscellaneous expenses, stridhan and dowry articles. The complainant/wife shall not claim any right, title or claim in the property of the respondent/husband.*
- 3. The settlement amount of Rs.25,00,000/- (Rupees Twenty Five Lacs Only) shall be paid by the respondent no. 1/husband to the complainant/ wife by way of DD/RTGS/NEFF or any other electronic mode, in the following manner : -*



i)Rs.10,00,000/- (Rupees Ten Lacs Only) at the time of recording of statements in the First Motion Petition U/s. 13B(1) of Hindu Marriage Act, which shall be filed by the parties jointly within one month from today.

After receiving the above said amount of Rs. 10 lacs at the time of recording of statement in the First Motion, a sum of Rs. 5 Lacs shall be kept in the shape of FDR in the name of child Shivay under the guardianship of her mother Ms. Bhanu Priya Mangla (complainant/wife) and the above said amount shall be used for the welfare of the child only.

ii)Rs.8,00,000/- (Rupees Eight Lacs Only) at the time of recording of statements in the Second Motion Petition U/s. 13B(2) of Hindu Marriage Act which shall be filed by the parties in accordance with law. Both the parties may move appropriate application for waiving of the statutory period of six months.

iii)Remaining amount of Rs.7,00,000/- (Rupees Seven Lacs Only) at the time of quashing of FIR No.65/2022, under Section 498A/406/34 IPC, P.S. Shahbad Dairy titled as State Vs. Kush Mangla and the quashing petition will be filed by the accused persons before the Hon'ble High Court of Delhi, within four months of passing of decree of divorce. The respondent/wife shall cooperate in quashing of the aforesaid FIR proceedings and shall make necessary statement/affidavit/ NOC before the Hon'ble High Court of Delhi in this regard.

4)It is settled that the minor son namely Shivay will remain in the care and custody of the complainant/wife and the respondent no. !/husband shall not claim the permanent custody from the respondent/ wife in future in any manner, however, the respondent/husband shall have visitation/meeting rights to meet the minor son twice in a month particularly on 2nd and 4th Sunday as per convenience of both the parties as well as minor son between 12.00 noon to 04.00 PM. In case of any problem, the meetings, timing and day can be changed but the respondent/husband shall have right to meet with the child only twice in a month in the presence of complainant/wife or any other person deputed by the complainant/wife.



5) Respondent/husband shall cooperate with the complainant/wife by way of signing any documents relating to admission of minor child in any school, preparing of his passport, aadhar -card or any other documents of the minor child namely Shivay. Complainant/wife will cooperate with the respondent/husband with regard to closing of joint bank account.

6)The complainant/wife shall withdraw the present petition u/s 12 DV Act from the Ld. Referral Court within 15 days after recording of statement in the first motion of mutual divorce.

7)Both the parties also undertake not to interfere in the life of each other in future.

8)After compliance of the terms of the present settlement, there shall remain no case/claim/dispute due between the parties and that none of the parties shall file any civil or criminal proceedings against each other in future and that if any other case/petition/ complaint etc. between the parties is pending in any Court or Authority either against the parties or against their respective family members and whether it is in the knowledge of other party or not, the same shall be withdrawn/got disposed of by the respective party.

8. 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.

9. It is pertinent to mention that as per the terms and conditions, this settlement will not affect the rights of the child and interest of the child Shivay.

10. Taking into account the totality of facts and circumstances of the case, this court considers that the parties have entered into an amicable settlement out of their own free will, without any fear, force or coercion and they should be given an opportunity to lead their lives peacefully. No purpose will be served in continuing with the trial.

11. In view of the above, FIR no. 65/2022 dated 12.01.2022 registered under Section 498A/406/34 IPC at PS Shahbad Dairy and all the other proceedings emanating therefrom are quashed.

12. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

JULY 5, 2023

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