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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CRL.M.C. 4560/2023, CRL.M.A. 17445/2023, CRL.M.A.
21258/2023

DEEPAK SHARMA Petitioner

Through: Mr.Hemant Raj Palpher, Advt.

versus

STATE THROUGH NCT OF DELHI & ANR. Respondents

Through: Mr.Digam Singh Dagar, APP for the
State.
WSI Archana, PS C.R.Park

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Date of Decision: 18.09.223

CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. Present petition has been filed for quashing of FIR no.0130 dated 26.08.2019 under Section 498A at PS Chitranjan park.
2. The FIR was lodged on the statement of respondent no.2 Ruchi Sharma. In the FIR, the allegations of extra marital relations and physical torture were made besides pressuring the complainant to sell her residential property i.e. I-1638, G. Floor, C.R.Park, Delhi-110019

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of which the respondent no.2 is co-owner along with the petitioner. In the FIR, other allegations have also been made. After investigation the charge sheet was filed for the offence under Section 498A IPC against the petitioner.

3. However, now the parties have entered into a settlement deed dated 29.07.2023.
4. It has been submitted that pursuant to the settlement agreement, the parties have decided to be divorced on the basis of mutual settlement. The First motion has already been passed and application for second motion is yet to be filed.
5. Learned counsel further submits that Two children namely, Khwaish aged 25 years and Mann aged 19 years, are born out of the wedlock. It has been submitted that both the children are major are being taken care by the petitioner. However, this settlement shall not affect the rights of the children in any manner.
6. The terms and conditions of their settlement agreement dated 29.07.2023 are as under:

1. That the First Party shall not create any third party interest, during her life time in property no. 1-1638, Ground Floor & Basement, Chitranjan Park, New Delhi- 110019.

2. That after the death of the First Party her 50% undivided share in said property will devolve upon her children namely Khwaish Sharma and Mann Sharma, as per law, in equal shares.

3. That the First Party shall withdraw, all litigations filed by her, within two months from 27.5.2023 and will supply copy of



the withdrawal of said litigations, to the Second Party/his counsel, through hard copy as well as soft copy.

4. That the first party will cooperate with Second Party, in getting quashing of FIR No. 130/2019, PS - C.R. Park and any other consequential proceedings 'arising out of the FIR, from Hon'ble High Court of Delhi, as per law.

5. That the First Party will not rent out any portion of property no. 1- 1638, Ground Floor, Chitranjan Park, New Delhi -19, without consulting the two children.

6. That the First Party agrees to file quashing petition jointly with respondent and divorce by mutual consent on or before 15.07.2023.

7. That simultaneously alongwith the signing of the quashing petition of FIR No. 130/2019, PS. CR Park, the Second Party shall execute and sign all necessary documents regarding transfer of, Water & Electricity connections/essential supplies in property No. 1 -1638, Ground Floor & Basement, Chitranjan Park, New Delhi - 11 00 19, in favor of the First Party.

8. That the Second Party shall neither enter property no. 1-1638, Ground Floor and Basement, Chitranjan Park, New Delhi -19 nor shall interfere in the use and enjoyment of the property by the First Party in any manner whatsoever of the First Party during her lifetime.

9. That Second Party shall at all times cooperate in execution of any document pertaining to day to day running, maintaining, use and enjoyment of property no. 1-1638, Ground Floor & Basement, Chitranjan Park, New Delhi - 110019.

10. That the first party shall clear the entire outstanding loan with respect to property no. 1 -1638, Ground Floor & Basement, Chitranjan Park, New Delhi -19. However, Second Party shall cooperate and execute necessary documents for facilitation of the repayment of the loan.



11. *The Second Party shall neither create any third party interest in property no I -1638, Ground Floor & Basement, Chitranjan Park, New Delhi -19, during the lifetime of the first party, nor shall alienate or mortgage or encumber the aforesaid property in any manner whatsoever.*

12. *The possession of the entire property shall be absolutely and exclusively of the First Party and the Second Party shall not interfere in the same in any manner whatsoever.*

13. *After the death of the Second Party, his 50% undivided share in said property will devolve upon the children namely Khwaish Sharma and Mann Sharma, as per law, in equal shares.*

14. *The Second Party undertakes to cooperate and execute necessary documents for closure of the bank loan and return of the original title documents from the bank to First Party Ruchi Sharma after the entire loan is paid by her.*

15. *The Second Party shall surrender the joint bank locker bearing no. 201 maintained in HDFC Bank, Kalkaji, New Delhi, and locker bearing no. 202 maintained in HDFC Bank, Nehru Place, New Delhi.*

16. *The Second Party has already withdrawn the HMA No. 288/22 on 29.5.23 in terms of the statement dated 27.05.2023 before the Court of ADJ, Family Court - 02, South East, Saket District Courts.*

17. *The Second Party has already withdrawn the CS No. 25/22 on 29.5.23 in terms of the statement dated 27.05.2023 before the Court of ADJ, Family Court - 02, South East, Saket District Courts.*

18. *The First Party has already withdrawn the complaint case bearing CC No. 3807/2019 on 18.07.2022 in terms of the statement dated 27.05.2023 before the Court of ADJ, Family Court - 02, South East, Saket District Courts.*

19. *That it is agreed between the parties that the marriage between both of them shall be duly dissolved by mutual consent degree of divorce and none of the parties shall*



withdraw their consent. That the First Motion of the Divorce by Mutual Consent has been granted on 26.07.2023 by the Court of Principal Judge, ADJ, Family Court - 02, South East, Saket District Courts in HMA No. 3696/2023 titled "Ruchi Sharma V/s Deepak Sharma".

20. The Parties undertake to file the Second Motion within a period of 6 months from the date of the first motion.

21. That it is also agreed between the parties that the First Party shall not be entitled to any alimony, or future or permanent alimony, maintenance pendent elite, whatsoever of any kind from the Second Party and the First Party shall not raise any claim, right, title or interest over any of the assets whether movable or immovable standing either in the name of the Second Party or of his/her family members, and similarly the Second Party shall also not claim anything on any account from the First Party.

22. That the First Party undertakes to give her no objection to the quashing of the FIR No. 130/2019 dated 26.08.2019 registered u/s 498A of the IPC at PS CR Park in Crl.M.C. No. 4560/2023 which is listed before the Hon'ble High Court of Delhi on 9.8.2023 after the due compliance of the terms and conditions of this settlement agreement as well in terms of the statement dated 27.05.2023 before the Court of ADJ, Family Court - 02, South East, Saket District Courts.

23. That the Second Party was required to execute and sign all necessary documents regarding transfer of Water & Electricity connections/essential supplies in property No. I -1638, Ground Floor & Basement, Chitranjan Park, New Delhi -110019, in favor of the First Party simultaneously alongwith the signing of the quashing petition of FIR No. 130/2019, PS. CR Park, however the same has not been done till date, therefore the Second Party undertakes to get the Water, Electricity, Gas Connections transferred and mutation of property done in favour of the First Party on or before 15th of September 2023 or before the filing of the second motion petition whichever is earlier.



24. That both the parties shall cooperate and sign all necessary documents for the purposes of obtaining divorce by mutual consent and render all assistance for the expeditious disposal of the same and shall undertake to appear before the Hon ble Court for recording of their statements for the purposes of obtaining divorce by mutual consent.

25. That pursuant to engrossing their signatures on the present agreement, the First Party and the Second Party will not interfere in the life of each other in any manner and also will not make any allegation against each other and their respective family members.

26. That the First Party will not claim any further amount towards past, present and future, maintenance from the Second Party or his parents, any compensation, Alimony or expenditure, etc., on any account thereafter from the Second Party and vice versa the Second Party shall also not claim of any sort towards the First Party or her relatives.

27. That it has also been agreed between the parties that they will adhere to the terms and conditions of this Agreement/Settlement and will do all acts necessary for the expeditious compliance of the same and shall cooperate with each other and sign all the relevant documents required for the purposes of obtaining divorce by mutual consent.

28. That the parties hereinabove have taken a decision to break their matrimonial ties keeping in view their future welfare and better prospects.

29. That the contents of this agreement have been read over to the parties and they have been explained the terms of this agreement settlement and they have understood the same to be true and shall be governed by the same.

30. That both the parties have executed this agreement/settlement without perpetration of any force, undue influence or coercion from any quarter in terms of the statements dated 27.05.2023, and both the parties shall be estopped in law to



assail the validity of any clause/term of the agreement on the ground of the same being void or unlawful.

31. That both the parties to the present agreement undertake that they shall duly perform and abide by all the terms and conditions as contained in the present agreement and in case of breach of any of the terms and conditions as envisaged hereinabove, the parties are liable to be punished under the provisions of Contempt of Courts Act, 1971 as the present settlement agreement shall be duly filed in the Court where the parties shall file their mutual consent petition for divorce under Section 13(B)(I) of the Hindu Marriage Act, 1955.

32. That the father of the first party and sister of the second party are confirming parties to the present agreement.

7. IO has identified the parties. Respondent no.2 states that she has entered into the settlement voluntarily without any fear, force or coercion.
8. The parties undertake that they shall be bound by the settlement dated 29.07.2023. Hence the parties are held bound by their undertaking.
9. 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.

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.0130 dated 26.08.2019 under Section 498A at PS Chitranjan park and all the other proceedings emanating therefrom are quashed.
12. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 18, 2023

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