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

+ **W.P.(CRL) 1966/2023**

SH. HEMANT KUMAR & ORS.

..... Petitioners

Through: **Mr. Vinay Kumar Mishra, Adv. (VC)**

Petitioners are present through VC

versus

STATE AND ANR.

..... Respondents

Through: **Mr. Amon Sinha, ASC with
Mr.Kshitiz Garg, Mr Ashvini Kumar,
Advs. with SI Manish PS Jafrabad.**

Mr. Deepak Tomar, Adv. for R-2

R-2 is present through VC)

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Date of Decision:14th 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. 18179/2023

Exemption allowed subject to just exceptions.



W.P.(CRL) 1966/2023

1. The present petition has been filed under Section 482 Cr. PC seeking quashing of FIR No. 428/2022 registered at PS Jafrabad, under Sections 498A/406/354B/34 IPC and 4 of Dowry Prohibition Act.
2. Briefly stated facts of the case are that marriage between Petitioner No.1/Husband and Respondent No.2/wife was solemnized on 10.12.2017 according to Hindu rites and customs. However, due to certain dispute and temperamental differences that arose between the parties, they started living separately since 22.12.2018. Thereafter, the present FIR was lodged on the statement of Respondent No.2/Wife. There is one girl child born out of this wedlock.
3. Learned Counsel for the Petitioner submits that during the pendency of the proceedings the parties have amicably settled the matter among themselves vide Mediation/Settlement Deed dated 19.11.2022 arrived at Delhi Mediation Centre, Karkardooma courts.
4. The Settlement Deed dated 19.11.2022 contains the following terms and conditions: -
 - i. It is agreed by both the parties that there is no to irreconcilable possibility of reunion due differences and as such, they have decided to separate their ways and go for dissolution of their marriage by mutual consent in accordance with law AS provided under section 13B



- of Hindu Marriage Act, 1955,
- ii. It is agreed between the parties that they shall file the first motion petition under section 13B(1) of Hindu Marriage Act for dissolution of marriage by way of mutual consent on or before 15.01.2023 and the expenses for the same shall be borne by both the parties.
 - iii. It is also agreed between the parties that on 15.12.2022, the husband shall withdraw the petition under section 13(1)(a) of the Hindu Marriage Act from the learned concerned Court.
 - iv. It is further agreed between the parties that second motion petition under section 13 B(2) of the Hindu Marriage Act from the learned concerned Court.
 - iv. It is further agreed between the parties that second motion petition under section 13B(2) of the Hindu Marriage Act shall be filled after expiry of statutory period of six months from the date of disposal of the petition under Section 13B(1) of the Hindu Marriage Act. However, the parties are at liberty to move appropriate application for waiver of mandatory period of six month, if they so desire.
 - v. It is further agreed between the parties that the husband shall pay an amount of Rs. 1,50,000/-(One Lakh Fifty Thousand Rupees only) to the wife towards full and final settlement for her maintenance (past, present and



future), permanent alimony, jewellery etc. and the wife undertakes not put forth any further claim towards the same in future at any stage.

vi. It is agreed between the parties that the husband shall pay the above-said settled amount to the wife by way of demand drafts in the name of wife as per the following schedule-

S.No.	Amount	Date
1.	Rs.50,000/-	At the time of recording statement regarding withdrawal of said divorce petition, maintenance petition as well as guardianship petition.
2.	Rs.50,000/-	At the time of recording statement regarding withdrawal of the present case
3.	Rs.50,000/-	At the time of the quashing of the FIR before the Hon'ble High Court.

vii. It is submitted by the wife that her entire Istridhan and dowry articles are lying in the matrimonial home and in view of this it is agreed between the parties that as on the date of the petition under section 13B(1) of the Hindu Marriage Act, the husband shall return all the said articles as per admitted list which is filed before



the CAW Cell (except cash as mentioned in the list) to the wife/her representative.

- viii. It is also Agreed between the parties that the custody of the minor female child namely Vaibhavi shall remain with the wife and the husband shall not claim custody of the child and/or visitation rights at any stage and the wife shall be the guardian of the child for all intent and purposes.
- ix. It has been further agreed between the parties that the minor child would be free to have recourse to the provisions of law for seeking appropriate relief from the Court in relation to the aspect of maintenance, education and up-bringing etc in terms of the pronouncement of judgment of the Hon'ble High Court in the case titled "Rakesh Jain &: Ors. v Sarita Gupta (Crl.Misc No.2935/2019). The wife undertakes that she will not initiate any kind of litigation on behalf of the minor against the husband. It is further agreed between the parties that on completion of terms agreed above, they shall not be left with any claims towards each other and shall not litigate in future against each other qua this marriage.
- x. It is further agreed that either of the parties to the settlement shall not claim any right whatsoever in the movable and immovable property of the opposite party.



9. **Withdrawal**

It is agreed between the parties that on 15.12.2022, the wife shall withdraw the said maintenance petition and the wife shall also withdraw the present case on 24.02.2022 from the Court(s) concerned. Further, the husband shall withdraw the said Guardianship petition on 15.12.2022. Further, it is submitted and agreed upon between the parties that they shall seek appropriate relief by way of quashing petition under section 482 Cr.P.C. within 30 days of the dissolution of their marriage.

10. **Free Consent of the parties**

We, the parties, unequivocally declare that we have executed the agreement after understanding the terms of the settlement agreement as well as the consequences of its breach. We further state that the aforesaid settlement and declaration is voluntary and that we have executed and signed the same voluntarily after examining all probabilities and implications thereof and without any kind of force, pressure, undue influence, misrepresentation or mistake (both of law and fact), in any form, whatsoever, from any quarter. We undertake that we shall abide by and be bound by the agreed terms / stipulations of the settlement



agreement.

11. **Breach**

It is agreed between the parties that in case of breach of the above terms on the part of husband, the wife shall be entitled to forfeit the amount so received. Likewise, in case of breach of the above terms on the part of wife, the amount so received by her shall not be adjustable to any kind of arrears/maintenance, but the husband shall be entitled to recovery interest 18% per annum of the amount so paid by him to the wife along with the amount so paid. The party breaching the terms shall be liable for contempt proceedings and the party aggrieved shall be entitled for status quo ante in every possible way.

5. Learned counsel for the petitioner has stated that as per settlement arrived between the parties at Delhi Mediation Centre, Kakardooma Courts, Delhi vide order dated 19.11.2022, the petitioner has already given a sum of Rs. 50,000/- to the respondent No.2.
6. Respondent No.2 has also stated at bar that she has received the sum of Rs. 50,000/-.
7. Respondent No.2/complainant states that she has entered into the MoU without any fear, undue influence or coercion.



8. IO has duly identified the parties.
9. It is further directed that the present Settlement Deed shall not affect the rights of the child in future.
10. 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.
11. 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
12. In view of the above facts and circumstances the present FIR No. 428/2022 registered at PS Jafrabad, under Sections 498A/406/354B/34 IPC and 4 of Dowry Prohibition Act and all the other proceedings emanating therefrom is quashed.
13. In view of the above, the present petition stands disposed of.

DINESH KUMAR SHARMA, J

JULY 14, 2023/Pallavi