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

+ **CRL.M.C. 4874/2023**

NITIN ARORA & ORS.

..... Petitioners

Through: Mr. Varun Verma, Mr. Atul Chaturvedi and Ms. Saloni Kaushik, Advs.

versus

STATE OF NCT OF DELHI & ANR.

..... Respondents

Through: Mr. Digam Singh Dagar, APP for State and ASI Devi Prasad, PS Jagat Puri, Delhi.

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Date of Decision: 19.07.2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 18623/2023

Exemption allowed subject to just exceptions.

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1. The present petition filed seeking quashing of case FIR No. 396/2022 under Sections 498A/406/34 IPC registered at PS Jagat Puri, Shahdara.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 29.05.2019 in

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accordance with the Hindu Rites and Ceremonies. There was no issue born out of the marriage. However, on account of irreconcilable and irretrievable issues, 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 deed dated 24.09.2022 for obtaining mutual consent divorce and subsequently getting the FIR quashed. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs. 5,00,000/- (Rupees Five Lakhs Only) in full and final settlement of the entire dispute to respondent no. 2/complainant.
4. Pursuant to the settlement a Demand Draft of Rs. 2,00,000/- (Rs. Two Lakhs only) bearing no. 002642 in the name of Priyanka Chauhan dated 18.07.2023 drawn from HDFC Bank is handed over to the Respondent No. 2. A mutual divorce petition was also filed and a decree of divorce was granted vide order dated 21.02.2023 passed by, Principal Judge, Family Court, Karkardooma Courts, District: East, Delhi.
5. 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. 396/2022 under Sections 498A/406/34 IPC registered at P.S. Jagat Puri, Shahdara and all the proceedings emanating therefrom.



6. I have gone through the settlement which has been placed on record. Both the parties have settled the matter on the following terms and conditions:

“1. It is agreed by both the parties that there is no possibility of reunion due to Irreconcilable 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 13-B of Hindu Marriage Act.

2. It is agreed between the parties that they shall file the first motion petition under Section 13-B(1) of Hindu Marriage Act for dissolution of marriage by way of mutual consent within one month from today.

3. It is further agreed between the parties that second motion petition under Section 13B(2) of the Hindu Marriage Act shall be filed 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 months within one month of passing of order by court concerned in First Motion Petition under Section 13B(1) of the Hindu Marriage Act.

4. It is further agreed between the parties that the husband shall pay an amount of Rs.5,00,000/- (Rs. Five Lakhs only) to the wife towards full and final settlement for her maintenance (past, present and future) permanent alimony, istridhan, dowry articles etc.

5. It is agreed between the parties that they shall exchange the jewelery articles, shoes & clothes, as per the duly signed list annexed herewith as Annexure-A, with each other before the court concerned at the time of recording statement of the parties In first motion



petition for divorce by mutual consent.

6. It is agreed between the parties that the husband shall pay the settlement amount to the wife in instalments in the following manner:

i) Rs.1,50,000/- (Rs. One Lakh Fifty Thousand only) by way of demand draft at the time of recording of joint statement in the first motion proceedings under Section 13-B(1) of the Hindu Marriage Act.

ii) Rs.1,50,000/- (Rs. One Lakh Fifty Thousand only) by way of demand draft at the time of recording of joint statement in the second motion proceedings under Section 13-B(2) of the Hindu Marriage Act.

iii) Rs.2,00,000/- (Rs. Two Lakhs only) by way of demand draft at the time of making statement in the proceedings under Section 482 Cr.P.C.

7. It is further agreed between the parties that within 30 days of disposal of the first motion petition under Section 13B(1) of the Hindu Marriage Act but before filing the second motion petition under Section 13B(2) of the Hindu Marriage Act, the wife shall withdraw her present petition under Section 125 Cr.PC, complaint under Section 156(3) Cr.PC and complaint under Section 12 of DV Act from the respective courts concerned.

8. It has also been agreed amongst between the parties that for quashing of FIR No. 396/22, PS Jagat Puri, under Sections 498A/406/34, the husband & other respondents shall le a petition within one month after obtaining the final decree of divorce by way of mutual consent. The wife shall co-operate with the husband in quashing of the FIR. This settlement is however subject to ratio of the judgments in the cases Vinod Kumar & others v Govt of NCT of Delhi & Anr" dated 27.1.2020 (in CrI.MC No.4286/2009), "Birender Kr Anr V State



of Delhi & Anr" dated 17.1.2020 (in Crl MC No.214/2020) pertaining to quashing of the FIR under Section 482 Cr.PC and in that context the undersigned has also made preliminary scrutiny of the facts so as to satisfy the aspect of possibility for recording this statement that may be acceptable to the Hon'ble High Court of Delhi, bearing in mind the law governing the compounding of the offences or exercise of power of Hon'ble High Court under Section 482 Cr.PC. Parties have been made clear that the outcome of the quashing petition shall be as per merits of the petition itself and this settlement does not confer a right thereto.

9. 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 any manner whatsoever in future against each other qua this marriage.

10. 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.

11. In case of breach/ violation/ wilful / deliberate disobedience, 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.

12. The defaulting party would return all the benefits / advantages / privileges that have enured In Its favour and both the parties would be restored to the position that was before they had arrived at such a settlement agreement.

13. The terms have been settled between the parties of their own free will, volition and consent and without there being any undue pressure, coercion, influence,



misrepresentation or mistake (both of law and fact). In any form, whatsoever, and the settlement agreement has correctly recorded the said agreed term.

14. Both the parties undertake that they will abide by and be bound by the agreed terms / stipulations of the settlement agreement.

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. 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 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 21.02.2023, she has no objection if FIR no.



0396/2022 registered under Section 498A/406/34 at P.S. Jagat Puri and all the proceedings emanating therefrom.

9. 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.
10. In view of the above, FIR no. 396/2022 under Sections 498A/406/34 IPC registered at PS Jagat Puri, Shahdara and all the other proceedings emanating therefrom are quashed.
11. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

JULY 19, 2023/AR