



\$~74

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

+ **CRL.M.C. 4907/2023**

BHUSHAN SOLANKI & ORS.

..... Petitioner

Through: Mr. Tarun Narang and Mr. Avinsh
Chaudhary, Advs.

versus

STATE NCT OF DELHI & ANR.

..... Respondent

Through: Mr. Digam Singh Dagar, APP for
State and SI Gaurav, PS Prasad
Nagar.
Ms. Richa Sharma, Adv. with R-2.

%

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. 18701/2023

Exemption allowed subject to just exceptions.

CRL.M.C. 4907/2023

1. The present petition has been filed under section 482 Cr.P.C seeking quashing of FIR No.182/2020 dated 01/07/2020 registered under Section 498A/406/34 IPC registered at PS Prasad Nagar Delhi and all the proceedings emanating therefrom.

CRL.M.C. 4907/2023

Page 1 of 7



2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 31.10.2017f, in accordance with the Hindu Rites and Ceremonies in Delhi. No child was born out of the said wedlock. However, on account of temperamental differences and mental incompatibility, the parties started living separately on 23.12.2018 and instituted litigation each other.
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 08.04.2022. As per the settlement it has been agreed between the parties that the petitioner shall pay a sum of Rs.4,50,000/- (Four Lakhs fifty thousand Only) as a full and final settlement, Out of which Rs 3,50,00/- (Three Lakh fifty thousand only) has been paid and today a demand Draft bearing No. 711601 in the name of Pinki dated 13.02.2023 for a sum of Rs. 1,00,000/- (Rs. One Lakhs only) drawn from Bank of India.
4. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 03.02.2023 passed by Learned MM. Anuj Bajaj, Family Court, Tis Hazari.
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.182/2020 dated 01/07/2020 registered under Section



498A/406/34 IPC registered at PS Prasad Nagar Delhi and all the proceedings emanating therefrom.

6. I have gone through the settlement which has been placed on record dated 08.04.2022. The settlement agreement provides for the following terms and conditions:

"1. It is agreed between the parties that they shall dissolve their marriage by obtaining a decree of divorce by way of mutual consent/ court decree in the concerned court in Delhi.

2. It has been agreed between the parties that the respondent/ husband Mr. Bhushan Solanki shall pay a total sum of Rs. 4,50,000/- (Rupees four lacs fifty thousand only) along with jewellery/ good i.e. two gold rings, one watch, one almirah, one dressing table and one TV to complainant/wife Ms. Pinki towards full and final settlement of all her claims including Istridhan, maintenance (present, past and future) and permanent alimony etc.

3. That the above said settlement amount shall be paid by the respondent/ husband to complainant/ wife in instalments, in the following manner:-

(i) 1st instalment of Rs. 1,00,000/- (Rupees one lac only) shall be paid by way of DD in the name of complainant/ wife before the concerned Ld. Family Court, Delhi at the time of recording statements of the parties in first motion petition for mutual divorce which shall be filed on or before 15.05.2022.

(ii) 2nd instalment of Rs. 50,000/- (Rupees fifty thousand only) shall be paid by way of DD in the name of complainant/ wife at the time of withdrawal of present case u/s 12 DV Act, after recording of statement of the parties on or before 10.07.2022.



(iii) 3rd instalment of Rs. 50,000/- (Rupees fifty thousand only) shall be paid by way of DD in the name of complainant/ wife at the time of withdrawal of petition u/s 125 Cr.PC (connected matter), after recording of statement of the parties in first motion on or before 10.08.2022.

(iv) 4th instalment of Rs. 1,50,000/- (Rupees one lac fifty thousand only) shall be paid by way of DD in the name of complainant/ wife at the time of recording of statement of the parties in second motion petition for mutual divorce which shall be filed upto 10th Deember, 2022, as per law.

(v) 5th installment of Rs. 1,00,000/- (Rupees one lac only) shall be paid by way of DD in the name of complainant/ wife at the time of recording of statement before the Hon'ble High Court for quashing of FIR No. 182/2020. The petition for quashing of present FIR shall be moved by the respondent/ husband & his family members within 30 days after passing of decree of divorce by mutual consent. The complainant/ wife shall cooperate to give statement, affidavit/ NOC and to do all these acts which may be required to be done before concerned Hon'ble High Court for quashing of present FIR.

4. That the respondent no.3 Smt. Babli Solanki shall withdraw caseU/s 12 DV Act from the Hon'ble Court concerned after recording of statement of the parties in first motion or thereafter on the date so fixed by the Hon'ble Court.

5. That the respondents shall handover abovesaid jewellery/goods i.e. two gold rings, one watch, one almirah, one dressing table and one TV to complainant/wife Ms. Pinki at the PS Prasad Nagar on 30.04.2022 at about 4 PM, against acknowledgment.

6. That in case of default from either side in carrying out the terms of this settlement, he/she shall be liable to pay a



sum of Rs. 1,00,000/- (Rupees one lac only) by way of penalty /compensation to the other side besides refunding/returning/forfeit the benefit received hereunder.

7. It is further agreed between the parties that after this settlement, both the parties shall be left with no right, title or interest in the movable or immovable properties of each other or their family members and both the parties shall not file any case, complaint or litigation against each other in future pertaining to the present marriage and shall cooperate with each other in execution of present settlement and withdrawal of already filed cases.

8. That both the parties will not interfere in the lives of each other or try to contact each other through social media/ whatsapp/ telephonically or any other mode and shall part ways amicably.

9. That the parties have gone through the terms herein before recorded and have confirmed and verified the same to be correct and that they are going to sign it without any threat, pressure, coercion or undue influence from any quarter. Both the sides undertake to abide by the terms & conditions mentioned hereinabove.”

7. 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 parties has amicably settle, she has no objection in quashing FIR No. 182/2020 dated 01/07/2020 registered under Section 498A/406/34 IPC registered at PS Prasad Nagar Delhi and all the proceedings emanating therefrom.



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. 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.182/2020 dated 01/07/2020 registered under Section 498A/406/34 IPC registered at PS Prasad Nagar Delhi and all the 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



CRL.M.C. 4907/2023

Page 7 of 7