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

+ W.P.(CRL) 2028/2023
MR. JASBIR SINGH

..... Petitioner

Through: Mr.SumeetShokeen, Adv. with
petitioner in person.

versus

STATE OF NCT & ANR.

..... Respondents

Through: Mr.Yasir Rauf Ansari, ASC (Crl.) for
State with Mr.Alok Sharma and
Mr.AdeebUl Hasan, Advts.
ASI Madhu, PS Chhawla.
Counsel for the complaint with
complainant/respondent no.2 in
person.

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Date of Decision: 20.07.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 18747/2023 (exemption)

Exemption is allowed subject to all just exceptions.

The application stands disposed of.

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1. The present petition has been filed for quashing of FIR no. 0162/2023 dated 29.04.2023 registered under Section 498A/34 IPC at PS Chhawala.

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2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 06.07.2014 in accordance with the Hindu Rites and Ceremonies. It is further submitted that no child was born out of this 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 a Memorandum of Understanding dated 17.12.2022. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs. 20,00,000/- (Rupees Twenty Lakhs only) in full and final settlement of the entire dispute to respondent no. 2/complainant and that the respondent no.2 shall pay Rs. 45,00,000/- (Rupees Forty-Five Lakhs only) to the petitioner towards full and final settlement of the financial disputes pending between the Petitioner and the familymembers of the Respondent No.2.

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 31.05.2023 passed by the Family Court, South-West District, Dwarka, New Delhi.

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 FIR no. 0162/2023 registered under Section 498A/34 IPC at PS Chhawala 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.

7. Moreover, both the parties submit 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 31.05.2023, she has no objection if FIR no.0162/2023 registered under Section 498A/34 IPC at PS Chhawala and all the proceedings emanating therefrom are quashed.

8. The details of other litigations between the parties are as follows:

- (i) *C.S. No. 460 of 2019 titled "Jasbir Singh v. ShaluJakhar" pending in the Court of ADJ, North, Rohini District Court, Delhi.*
- (ii) *C.S. No. 427 of 2019 titled "Jasbir Singh v. Nirmala Devi" pending in the Court ADJ, North, Rohini District Court, Delhi"*
- (iii) *C.S. No. 430 of 2019 titled "Jasbir Singh v. Rohit Jakhar" pending in the Court of ADJ, North, Rohini District Court, Delhi*
- (iv) *M.C. No. 338 of 2019 titled "Seema Jakhar v. JasbirSingh"pending in the Court of Ld. M.M. Mahila Court, Dwarka, Delhi.*
- (v) *H.M.A. 3301 of 2022 titled "Seema Jakhar v. Jasbir Singh" pending in the Court of Principal Judge, Family Court, South-West District, Dwarka.*
- (vi) *Complaint filed before the CAW Cell, Dabri and the subsequent proceedings emanating therefrom namely; 88-S.*

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



1. *That the parties herein have agreed to the fact that it is completely futile for them to continue the present bond of marriage, as no fruits can be realized from the present relationship as the same has turned into a dead wood.*
2. *That now, due to the intervention of the respectable persons of the society, family members, friends and well-wishers, both the parties have amicably settled all their disputes with each other and with each other's families.*
3. *That it is agreed between the parties herein that an amount of Rs. 20,00,000/- (Rupees Twenty Lakhs only) shall be paid as full and final settlement by the party of the First Part to the party of the Second Part of all her claims including stridhan, maintenance, past, present and future and permanent and full and final alimony arising out of matrimonial obligation and any other dispute between the parties at the time of signing of the present settlement.*

Herein after, no further claim of any financial or other nature whatsoever shall be raised by second party either against the first party or against his family members. It has been agreed by the party of the Second Part that after receiving the said amount, she shall not ever raise any claim against the party of the 1st part or his family members at any point of time in future after execution of present MOU.

4. *That it is agreed between the parties herein that an amount of Rs. 45,00,000/- (Rupees Forty-Five Lakhs only) shall be paid by and/or on behalf of the party of the Second Part to the party of the First Part towards full and final settlement of the financial disputes pending between the party of the First Part and the family members of the party of the Second Part i.e. her brother (Mr. Rohit Jakhar), her mother (Ms. Nirmala Devi), and her sister-in-law (Ms. ShaluJakhar). Hereinafter, no further claim of any financial or any other nature whatsoever shall be raised by the first party either against the Second party or against her family members. It has been further agreed by the party of the first Part that after receiving the said amount, it shall be the full and final settlement of all his claims qua the disputes between the parties at the time of signing of the present settlement.*
5. *That it has been agreed between the parties herein that as per the calculation of the final settlement mentioned hereinabove, it is feasible, and it has been further agreed between the parties herein that the Second Party or her family members on her behalf shall pay an amount of Rs.25,00,000/- (Rupees Twenty-Five lakhs Only) to the party of the first part towards full and final*



settlement of all the claims pending inter-se between the parties herein and the family members of the second party.

6. *It has been agreed that out of the total agreed amount of Rs.25,00,000/- (Rupees Twenty-Five lakhs Only), an amount of Rs, 10,00,000/- (Rupees Ten Lakhs Only) shall be paid by the party of the Second Part or her family members to the party of the First part at the time of recording of Statement in the First Motion Petition before the Hon'ble Court by way of Cheque/DD/RTGS/NEFT and the remaining balance of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) shall be paid by the Second Party or her family members to the First Party at the time of recording of Statement in the Second Motion Petition before the Hon'ble Court by way of Cheque/DD/RTGS/NEFT.*
7. *That, a car make Mahindra XUV 500 bearing Registration Number DL 10 CT 0915 which is registered in the name of the Second Party has been in possession and custody of the First Party and his family members. Now it has been agreed that the said car shall remain in the possession of the First Party. It has been further agreed that the First Party shall take steps at his own cost to get the Registration of the said car transferred from the name of the Second Party to that of First Party. It has been further agreed that the First Party shall start the process of such transfer immediately upon passing of the Order in the First Motion Petition. This is to ensure that the Second party is not held responsible for any traffic rules violations or any other violation of Laws by the users of the said car. It has been further agreed that the Second Party shall extend her full cooperation and do all the needful acts for completing the process of transfer of Car ownership before the appropriate authority.*
8. *That, both the parties had filed multiple litigations/proceedings against each other and their respective family members. A list of the pending cases is provided as under:*

8.1 The Party of the first part herein has filed the following cases against the family members of the party of the second part:

<i>S. No.</i>	<i>Particulars (Case Title)</i>	<i>Case no.</i>	<i>Amount Claimed</i>
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1.	<i>Jasbir Singh v. ShaluJakhar pending in the Court of Mr. Surender Mohit Singh, ADJ, North, Rohini District Court, Delhi.</i>	<i>C.S. No. 460 of 2019 N.D.O.H. 24/03/2023</i>	<i>Rs. 10,00,000/- along with interest.</i>
2.	<i>Jasbir Singh v. Nirmala Devi pending in the Court of Ms. Shivali Bansal, ADJ, North, Rohini District Court, Delhi.</i>	<i>C.S. No. 427 of 2019 N.D.O.H. 02/12/2022</i>	<i>Rs. 05,00,000/- Along with interest.</i>
3.	<i>Jasbir Singh v. Rohit Jakhar pending in the Court of Ms. Shivali Bansal, ADJ, North, Rohini District Court, Delhi.</i>	<i>C.S. No. 430 of 2019 N.D.O.H. 02/12/2022</i>	<i>Rs. 25,00,000/- Along with interest.</i>

8.2. That the Party of the Second Part herein has filed the following cases against the party of the first part and his family members:

<i>S. No.</i>	<i>Particulars (Case Title)</i>	<i>Case no.</i>	<i>N.D.O.H.</i>
1.	<i>Seema Jakhar v. Jasbir Singh pending in the Court of Ms. Deepika Goyal Shokeen, Ld. M.M. Mahila Court, Dwarka, Delhi.</i>	<i>M.C. No. 338 of 2019</i>	<i>17/12/2022</i>



2.	<i>Seema Jakhar v. Jasbir Singh pending in the Court of Mr. Anil Kumar, Principal Judge, Family Court, South-West District, Dwarka.</i>	<i>H.M.A. 3301 of 2022</i>	<i>04/03/2023</i>
3.	<i>Complaint filed before the CAW Cell, Dabri and the subsequent proceedings emanating therefrom.</i>	<i>88-S</i>	<i>.....</i>

9. *It has been mutually agreed between the parties herein that the party of the second part shall unconditionally withdraw the above-mentioned Complaint Case filed under the provisions of the Domestic Violence Act and all the CAW Cell complaints filed by the Second Party at the time of passing of the order/decreed in the Second Motion Petition between the parties herein. It has been further agreed that the second party shall inform the CAW Cell/concerned Police Station about the present Settlement immediately after signatures and withdraw the same and in case, any FIR is registered in the meantime at the instance of the Second party against the First party or any family member, then in that case, the second party will co-operate in getting the FIR quashed from the Hon'ble High Court of Delhi. Further, the Second Party shall apprise the afore-mentioned Family Court about the present settlement and withdraw the said HMA Petition by filing an Application with liberty to file a fresh Mutual Divorce Petition on the ground of Mutual consent with the present Settlement Agreement as its basis. Hereinafter, no further claim of any financial or other nature whatsoever shall be raised by the Second Party either against the First Party or his family members.*
10. *It has been mutually agreed between the parties herein that the party of the first part shall unconditionally withdraw the abovementioned three Recovery Suits filed at the time of passing of the Order/Decree in the Second Motion Petition between the parties herein and the party of the first part will not claim the said amount either from Ms. ShaluJakhar or from Smt. Nirmala Devi or from Mr. Rohit Jakhar or from the Second Party.*
11. *Hereinafter, no further claim of any financial or other nature whatsoever shall be raised by the First Party against the Second Party or her family members and no further claim of any financial or other nature whatsoever*



shall be raised by the Second Party or either against the First Party or his family members

- 12. It has been agreed between the parties herein that after signing of the present Memorandum of Understanding/Settlement, the parties herein shall apprise the Hon'ble Court(s) and the concerned CAW Cell/Police Station and or any other authority about the execution of the present Memorandum of Understanding/Settlement and the parties herein shall not pursue the above-mentioned cases till the passing of the decree in the Second Motion Petition and the above mentioned cases and CAW cell complaint shall be kept in abeyance.*
- 13. Both the parties also agreed that the marriage shall be dissolved by mutual consent. Both the parties have also agreed that immediately after the Decree/Order in the First Motion Petition, the second motion petition shall be filed immediately with thereafter along with an application thereby seeking waiver of the statutory six months period as per the orders passed by the Hon'ble Court.*
- 14. That it has been further agreed between both the parties that both the parties shall withdraw all the cases/complaints filed against each other pertaining to the matrimonial disputes, if any not within the knowledge of other party at the time of passing of Order/Decree in the Second Motion.*
- 15. That it has been agreed that the party of the second part shall not claim any amount from the party of the first part or his family members and the party of the first part shall not be liable to pay any amount to the party of the second part or her family members under any head like maintenance or alimony etc.*
- 16. That it has been further agreed that both the parties shall not raise any claim against each other before any court of law or authority with regard to their marriage or other disputes and subsequent proceedings thereupon and shall not file any case, litigation, claim and complaint against each other or against family members in future. It has been further agreed between both the parties that both the parties shall bear their own costs with respect to the litigation expenses.*
- 17. That both the parties further undertake to live their lives peacefully without interfering in the life of each other as the present compromise/settlement is for the betterment of their future.*
- 18. That both the parties undertake not to file any complaint/suit/petition against each other before any authority under any provisions of law against each other. If any party has filed/files any case, litigation, complaint against each other, then the same would be withdrawn.*
- 19. That the parties herein undertake that they are bound by the terms of the present MOU/Settlement Agreement and further undertake to abide by the*



terms and conditions set out in the present agreement and further undertake not to dispute the same hereinafter in future.

- 20. That if any party fails to comply with the terms and conditions of the present MOU/Settlement deed, then, the other party shall have the right to take appropriate steps and necessary legal action against the party in fault.*
- 21. That it has been further agreed between the parties that in case for any reason whatsoever, the second party does not come forward to sign the second motion petition or record her statement in the second motion petition under the provisions of the Hindu Marriage Act, for grant of decree of divorce by mutual consent, in that event, the amount paid by second party to first party at the time of recording of statement at the time of First Motion petition under the provisions of the Hindu Marriage Act, shall be forfeited and similarly, in case the first party does not come forward to sign the Second Motion Petition under the provisions of the Hindu Marriage Act, for grant of a decree of divorce by mutual consent, in that event, the first party shall be liable to return back the amount so received by him from second party at the time of recording of the statements of the parties in the first motion petition under the provisions of the Hindu Marriage Act within four weeks along with 12% interest per annum. That in case of either of the parties backing out or not abiding by the terms and conditions of this memorandum of settlement, the other party shall have the liberty and legal right to proceed against the defaulting party before any authority or in the court of law for appropriate legal actions against the defaulting party. Any deviation by any of the parties from the terms and conditions of the settlement shall amount to the contempt of the court and the defaulting party shall be liable for prosecution for such contempt.*
- 22. That the parties have assured each other that except the abovementioned cases; no case, claim petition and/or any other complaint is pending against each other or against any of their family members/relatives in any court of Law/Authority/Police Station or any other authority, office or department in India o abroad. It has been further agreed that in case any of the case/complaint/petition is found pending in any of the court or authority by any of the part, the same shall be withdrawn by the respective party and the respective party shall not proceed further with the same and the same would be deemed to be treated as null and void.*
- 23. That the parties have settled all their disputes amicably and both the parties shall be bound by the terms of settlement mentioned in the present settlement.*
- 24. That both the parties undertake that in future they shall not claim any articles including jewellery, stridhan etc. from each other and their respective family members.*



25. *That both the parties hereto do not have any grievances left against each other and therefore in view of the same, they have further undertaken that they shall not level any allegations against each other or each other(s) parents/relatives/friends and also assure and undertake that after entering into this deed of Memorandum of Understanding, both the parties would not interfere in the personal lives of each other and shall be free to lead their respective lives in the manner as they like. The parties further assure and undertake that they would not indulge in any such activities which may cause any harm or loss to the reputation and image of the other party or their respective family members.*
26. *That all the disputes between the parties pertaining to the said marriage have been mutually settled and none of the parties shall have left any claim against each other or their respective family members in future, in any manner whatsoever.*
27. *That the second party undertakes not to claim any right or share in the properties owned and/or to be owned in future either by the first party or his family members and similarly, the first party undertakes not to claim any right or share in the properties owned and/or to be owned in future either by the second party or her family members. Both the parties further undertake that they will not enter each other's property or properties of their friends or relatives (residential or commercial) without prior invitation.*
28. *That it has been agreed between both the parties that in case, the terms and conditions of the present MOU/Settlement are not complied, both parties herein shall be free to take appropriate legal action against the defaulting party and both the parties herein shall be free to pursue their legal remedies available to them under law and shall be free to pursue the above mentioned cases as detailed herein above.*
29. *That the parties are still-young, and they are well educated and after considering all pros and cons, the parties have decided to dissolve their marriage by means of a decree of divorce by mutual consent.*
30. *That the parties to the present MOU have taken a decision to break their matrimonial ties keeping in view their future welfare and better prospects.*
31. *That the parties have agreed to the aforesaid terms and conditions out of their own free will and accord, without any pressure, force, coercion, threat and/or any undue influence from any whatsoever after fully understanding the contents of the same in vernacular language.*
32. *That both the parties shall be bound by the terms and conditions of this Agreement/Settlement.*
33. *That it has been further undertaken by both the parties that they shall sign, verify the pleadings, file joint petition, and make statements before the court*



and before the police or any other forum whatever and wherever may be necessary.

34. That both the parties herein undertake to abide by the terms and conditions of the present Memorandum of Understanding/Settlement in their true letter and spirit.

10. 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.

11. 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.

12. In view of the above, FIR no. FIR no.0162/2023 registered under Section 498A/34 IPC at PS Chhawala and all the other proceedings emanating therefrom are quashed.

13. The present petition along with all the pending applications stands disposed of.



JULY 20, 2023/rb

DINESH KUMAR SHARMA, J

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