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

+ **CRL.M.C. 4963/2023, CRL.M.A. 18899/2023**

**RAVI SETH & ORS.**

..... Petitioners

Through: **Mr. Bushan M OZA and Mr. Amber Dwivedi, Advs.**

versus

**N.C.T OF DELHI & ANR.**

..... Respondents

Through: **Mr. Digam Singh Dagar, APP for the State**

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*Date of Decision: 21st 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.As. 18900-02/2023 (exemptions)**

Exemptions are allowed subject to all just exceptions.

**CRL.M.C. 4963/2023**

1. The present petition has been filed under Section 482 Cr. PC seeking quashing of FIR No. 333/2018 registered at PS North Rohini, New Delhi under Sections 498A/406/ 34 IPC.



2. It has been submitted that the petitioner No.1 and respondent No.2 got married on 25.06.2011 as per Hindu Rites and Ceremonies at Delhi and out of said wedlock a girl child namely Driti @ Guddu was born on 17.05.2012. However, on account of temperamental differences and mental incompatibility, the parties started living separately since 27.02.2018 and instituted multiple litigation 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 agreement dated 31.07.2022. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs. 8,00,000 (Rupees Eight Lakh) as full and final settlement of the entire dispute to respondent no. 2/complainant.
4. I have gone through the settlement which has been placed on record. Parties are reached on a settlement vide settlement deed dated 31.07.2022 on following terms and conditions:
  1. *That both the parties have agreed to dissolve their marriage by a decree of divorce by mutual consent in accordance with the provisions of section 13 B(1) and 13 B(2) of the Hindu Marriage Act, 1955. The parties have also agreed to file the joint petition for obtaining the decree of divorce by mutual consent before the appropriate Family Court/Court having its territorial jurisdiction to grant Divorce. Both the parties have agreed to file the first motion for divorce by mutual consent under section 13B (1) of the Hindu Marriage Act, 1955, within fortnight.*



2. *It is agreed between the parties that First party shall pay total sum of Rs. 8.00 lacs (Rs. Eight lacs) to the complainant second party towards full and final settlement of all her claims/rights/entitlements including maintenance (past, present and future), permanent alimony and etc.*
3. *It is further agreed between the parties that out of the total settled amount, Rs.1,00,000/- (One Lac Only) shall be paid in cash along-with the list of items as mentioned in ANNEXURE-1, the time of execution of present settlement agreement and further amount i.e Rs. 3.00 lacs (Rs. Three lacs) shall be paid by the First party to the second party at the time of first motion. Further remaining amount i.e. Rs. 4,00,000/- (Four Lac Only) shall be paid at the time of execution of second motion.*
4. *That the second party has agreed that on the execution of present agreement, shall withdraw all her complaints including her domestic violence complaint u/s 12 alongwith relevant sections of Protection of Women from Domestic Violence Act,2005 pending before Ld. M.M. Rohini Court, North west filed against the First Party (Husband), Sh. Yashpal Seth (Father-in-law), Smt. Urmila Seth (Mother-in-law) and Ritika Grover (Daughter-in-law), named and tilted as Ms. Neha Seth Vs. Ravi Seth & Ors. Similarly on the execution of present settlement agreement the First party shall withdraw his divorce petition filed under relevant Sections of Hindu Marriage Act, 1955 against second party which is pending in the court of Ld. Principal Judge, West District, Tis Hazari Court, New Delhi named and titled as Ravi Seth Vs. Neha Seth.*
5. *It is further agreed between the parties that the child from the marriage shall be in the custody of the First Party/husband and second party shall not claim the custody of child in present as well as in future.*
6. *It is further agreed between the parties that second party will collect all per personal belongings as well as furniture, fixture, Jewelry etc. (as per the list attached) which she had brought at*



*the time of marriage after the execution of first motion, as per list Annexed hereto as **ANNEXURE-1**.*

- 7. It is further agreed by both the parties that they shall cooperate each other in preparation of the petition for divorce by mutual consent and all the expenses for mutual divorce shall be borne by the both the parties mutually.*
- 8. Both the parties have agreed that they would not at any time raise any claim for any property (whether movable or immovable property) or any other money against each other, arising out of their matrimonial relationship or otherwise. It is also mutually agreed that the after execution fulfilment of the present deed/settlement, nothing is left against each other and both the parties would have no interest in each other properties whether movable and immovable in past, present or future whatsoever.*
- 9. Both the parties have agreed to file jointly an application for waiver of the statutory period of six months in terms of the Judgment passed by the Hon'ble Supreme Court of India in **Amardeep Singh Vs. Harveen Kaur in civil Appeal No. 11158/2017** alongwith second motion petition for divorce by mutual consent within 30 days of the grant of first motion petition for divorce by mutual consent.*
- 10. Both the parties unequivocally state that they have not filed any case/complaint/proceeding against each other or against any of the family members. In case any case/complaint/proceeding found to be pending before any court/forum/authority, the same shall be withdrawn by them and/or deemed to have been settled in terms of the present agreement. The parties to the present agreement shall co-operate with each other in getting all the proceedings disposed off/ quashed and shall remain present as and when their presence may be required in any court and shall also file the no objection, if required.*



11. *Both the parties have agreed and undertake not to interfere in the life of each other in any manner and also undertake not to make any allegations, defamatory or derogatory, against each other and their respective family members personally or on any public forum and/or through any social media i.e. Emails, Whatsapp, Facebook, Twitter, Instagram, Messengers, Newspaper etc, or in any other manner.*
12. *Both the parties have agreed and undertake to be bound by the terms of the present agreement. The parties have further agreed and undertake that they shall not resile from or dispute this agreement in present or future.*
13. *Both the parties undertake to sign all the applications, petitions including quashing petition, affidavits for grant of divorce by mutual consent and shall make themselves available and appear before the concerned court on the dates fixed by the Hon'ble court, as and when the statements for mutual divorce/ quashing are to be recorded or when their presence is required/ ordered.*
14. *That the parties agree that they have arrived at the present agreement with their own free will and desire and without any pressure, fraud, force, coercion or undue influence by either of the parties and or their family members. The parties also agreed that the contents of the present agreement have been read over to them and they have understood the contents of the same in its true letter and spirit.*
15. *The parties hereto state that they have no further claims, demands against each other as all disputes and differences whatsoever between the parties have been amicably settled hereto through this present agreement.*
16. *That this agreement is enforceable in law and if any party fails to appear before the court, forum, authority for quashment/withdrawal and stay of further proceedings against each other, then this agreement shall be treated as their respective statement. It is also mutually agreed between the*



*parties that if any party of this agreement is taking back or shall try to breach the terms of this agreement, the other party shall be at liberty to initiate appropriate legal proceedings for getting the same enforced through a court of law or take any other action against the defaulting party in accordance with the law.*

5. Joint statement regarding the right of the child 'Dirti' has been recorded and signed by both the parties in the court.
6. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 31.01.2023 passed by Learned Principal Judge, Family Courts, West, Tis Hazari Courts, Delhi.
7. 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. 333/2018 registered at PS North Rohini, New Delhi under Sections 498A/406/ 34 IPC 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. 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 31.01.2023, she has no objection if FIR no. 333/2018 registered at PS North Rohini, New Delhi under Sections 498A/406/ 34 IPC and all the proceedings emanating therefrom.
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. 333/2018 registered at PS North Rohini, New Delhi under Sections 498A/406/ 34 IPC 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**

**JULY 21, 2023/Pallavi**

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