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

+ **CRL.M.C. 5314/2023**

AMANPREET SINGH SYALL AND ORS. Petitioners

Through: **Mr.Dev Kumar Sharma and Mr.Shiv
Kumar Kushwah, advts and
petitioners in person.**

versus

STATE OF NCT OF DELHI & ANR. Respondents

Through: **Mr.Digam Singh Dagar, APP for the
State.
ASI Shri Krishan, PS Binda Pur and
SI Ekta, PS Bindapur
Respondent no.2 in person.**

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Date of Decision: 02.08.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 20211/2023 (exemption)

Exemption is allowed subject to all just exceptions.

Application stands disposed of.

CRL.M.C. 5314/2023

CRL.M.C. 5314/2023

Page 1 of 6



1. The present petition has been filed under Section 482 Cr.P.C. seeking quashing of case FIR No. 987/2021 dated 05.12.2021 registered under Sections 498A/406/34 IPC at PS Bindapur. The said FIR was lodged on the complaint of respondent No.2/wife against the petitioners herein.

2. Facts in brief are that the marriage between petitioner No. 1/husband and respondent No. 2/complainant - wife was solemnized on 20.01.2019 as per Hindu rites and customs at Delhi. No child was born out of the wedlock. Thereafter, owing to temperamental differences both the parties started residing separately since 22.01.2021. Consequently, respondent No. 2/complainant filed a complaint before CAW Cell, Dwarka, Delhi which culminated into the present FIR against the petitioners herein.

3. Ld. Counsel submits that while the proceedings were underway, the parties were referred for conciliation before the Counselling Cell, Central District, THC, Delhi, whereby, with the intervention of family and friends, the parties amicably settled all their disputes vide Settlement Deed dated 27.02.2023 on the following terms and conditions:

“1. That the petitioner and respondent have agreed to dissolve their marriage by mutual consent in accordance with law provides U/s 13 (B) of the Hindu Marriage Act.

2. It is agreed between the parties that husband shall pay to the wife a sum of Rs. Seven Lacs Twenty Five Thousand only and Articles list enclosed as full and final settlement (against istridhan and dowry, maintenance towards past, present and future qua this marriage in three installments by way of DD/Pay Order. There is no issue from this wedlock.

3. It is further agreed between the parties that the husband will pay Rs. Two Lacs Twenty Five Thousand Only and articles (list



enclosed) to the wife at the time of recording of the statement of first motion by the way of DD/Pay order.

4. It is further agreed between the parties that the husband will pay Rs. Two Lacs Fifty Thousand only to the wife at the time of recording of the statement of second motion by way of DD/Pay Order

5. It is agreed between the parties that the first motion petition shall be filed on or before 27th MAR' 23 and second motion petition shall be filed soon after the completion of the period of the statutory period of the order U/s 13 B (1) of HMA as early as possible.

6. It is further agreed between the parties that the Petitioner shall pay Rs. Two Lacs fifty Thousand to wife Respondent at the time of recording of statement in quashing of FIR No. 987/21 under Section 498(A),406, 34 PS Binda Pur in Hon'ble High Court of Delhi within Two Month after second motion and Respondent shall cooperate and sign all the necessary affidavit and do the needful in quashing of the said FIR.

7.

8. It is further agreed between the parties that the petitioner/respondent will withdraw the cases which is pending in the court of Sh. Virender Kr. Bansal, Ld. Principal Judge Family Court (West), Tis Hazari Courts, Delhi. Case Sec. 9.

9. It is agreed between the parties that they have understood the terms and conditions of the settlement.

10. It is further agreed between the parties that they shall remain bound with the aforesaid terms and conditions and mentioned in the settlement.

11. All the matters relating to this marriage either civil or criminal are settled and neither the parties nor their relatives shall make any claim against each other in future and will not file any case/complaint against each other and any time future in all court of law/Police Station etc.

12. It is agreed between the parties that if either of the parties commits breach or defaults of this mutually agreement settlement after the first motion, if Respondent/wife back out of the amount taken at the time of first motion shall be return to Petitioner with



02% pm interest and if the Petitioner backs out the amount given at the time of first motion shall stand forfeited by the Respondent. Both the parties are ready to withdraw all the cases or complaints pending in any of the courts or police stations before 11th motion. Other cases-DV, 125 Cr.P.C., complaints, FIR Quashing U/s 498(A), 406, 34.

13. The parties have agreed on each and every term as recorded in the settlement agreement, after carefully reading over and fully understanding and appreciating the contents, scope and effect thereof, as also the consequences of the breach thereof, including payment of the fine/penalty as mentioned above.

14. The terms and conditions mentioned in the settlement have been understood in Vernacular. The above said settlement is arrived at between the parties out of their own free will, consent and without their being any undue pressure, coercion, influence, misrepresentation or mistaken (both law and fact) in any form whatsoever and the parties agree that the settlement agreement has correctly recorded the said agreed terms and conditions.

The parties will appear before the concerned Hon'ble Court on Court Date. It is agreed between the parties that if either of the parties commits breach or defaults of this settlement after signing shall pay Rs. 50,000/- to the other party."

4. Ld. Counsel submits that in terms of the above settlement, the parties no longer have any grievance remaining against each other. In terms of settlement, the parties have also been granted divorce by mutual consent vide judgement dated 24.04.2023 passed by the Ld. Principal Judge, Family Courts, THC Courts, Delhi. It has been submitted that out of the total settled amount of Rs. 7,25,000/- the petitioner has already paid Rs. 4,75,000/- to the respondent No.2/complainant and the remaining Rs. 2,50,000/- is to be paid today. Ld. Counsel submits that since parties have voluntarily settled, no useful purpose would be



served in continuing with the present complaint.

5. The parties are present in person and have been duly identified by the IO. Respondent No.2/complainant states she has resolved all her disputes with the petitioners and has no grievance against the petitioners. She states that the parties have already been granted mutual divorce vide judgement dated 24.04.2023. She states that she no longer wishes to pursue the present complaint and has no objection if the same is quashed. Both the parties have stated that they have entered into the settlement voluntarily without any fear, force or coercion. She states that out of the total settled amount of Rs. 7,25,000/- she has already received Rs. 4,75,000/- from the petitioners. She states that the remaining amount of Rs. 2,50,000/- has been handed over to her today in court by way of demand draft bearing DD No. 262397 dated 01.08.2023 drawn on Bank of Baroda, Najafgarh Rd. New Delhi, West Delhi – 110016 in the name of Avleen Kaur Oberoi.
6. I have considered the submissions. The parties have amicably settled all their disputes and have been granted divorce by mutual consent. The complainant/ respondent No.2 no longer wishes to pursue the present FIR. The chances of conviction would be bleak given that the complainant does not wish to pursue the present complaint on account of the amicable settlement. In such circumstances continuance of the present FIR would serve no useful purpose and may cause prejudice to the petitioner and be an exercise in futility. I do not see any reason



to reject the compromise. This court considers that it is better to put a quietus to the dispute in matrimonial matters where the wrong is basically private or personal in nature and the parties have amicably resolved their entire dispute. The Supreme Court and this Court have time and again held that cases arising out of matrimonial differences should be put to quietus if the parties have arrived upon a genuine settlement. Reliance can be placed on ***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.

7. Considering the totality of facts and circumstances of the case and in view of the submissions of respondent no.2/ complainant, the case FIR No. 987/2021 dated 05.12.2021 registered under Sections 498A/406/34 IPC at PS Bindapur and all subsequent proceedings arising therefrom are quashed.
8. Accordingly, the present petition stands disposed of.

DINESH KUMAR SHARMA, J

AUGUST, 2023

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