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

+ **CRL.M.C. 5648/2023**

UMANG DUREJA & ORS.

..... Petitioner

Through: Mr. Bhupinder Mehtani and Ms.
Kritika Mehtani, Advs. (VC).

versus

STATE & ANR.

..... Respondent

Through: Mr. Digam Singh Dagar, APP and SI
Gagandeep, PS Prashant Vihar.
Mr. S. S. Raghav and Mr. Deepak
Sharma, Advs for R-2.

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Date of Decision: 10.08.2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 21307/2023

Exemption allowed subject to just exceptions.

Application stands disposed of.

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1. Present petition has been filed under section 482 Cr.P.C. r/w Article 227 of COI seeking quashing of case FIR No. 0271/2022 dated 25.03.2022 registered under sections 498A/406/34 IPC at PS Prashant

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Vihar and proceedings emanating therefrom. The said FIR was lodged on the complaint of the respondent No. 2/ wife.

2. Facts in brief are that the marriage between the petitioner No.1/husband and respondent No. 2/wife was solemnized on 17.07.2021 as per Hindu Rites and Customs at Delhi. No child was born out of the wedlock. Thereafter, temperamental differences started erupting between the parties. Consequently, respondent No. 2 got registered the present FIR against the petitioners herein.
3. It has been submitted that while the proceedings were underway, with the intervention of friends and family members, the parties arrived at an amicable settlement vide Compromise Deed dated 27.07.2022 on the following terms and conditions:

“1. That it has been specifically agreed between the parties that the parties have now mutually settled all their disputes, differences and claims against each other, past, present and future alimony, dowry articles, Istridhan and maintenance of First Party, and Second Party has agreed to pay a sum of Rs. 7,00,000/- (Rupees Seven Lakhs Only) to the first party toward all her claims, present, past and future maintenance.

2. That is has been also agreed between the parties that Rs. 7,00,000/- shall be paid by the second party to the first party in the following manner:-

a. Rs. 1,00,000/- (Rupees One Thousand only) is being paid through by way of demand draft No.509937 dated 26.07.2022 drawn on ICICI Bank, Delhi, by the second party to the first party at the time of signing of this Compromise Deed. The said amount is acknowledged receipt by the first party vide separate Receipt.



b. Rs. 2,00,000/- shall pay by the second party to the first party by way of demand draft at the time of recording of their statements under Section 13(B)(1) of HMA.

c. Further sum of Rs. 2,00,000/- will be paid by way of demand draft by the second party to the first party on Second motion petition shall be paid at the time of recording of their statements under Section 13(B)(2) of HMA.

d. Remaining sum of Rs.2,00,000/- will be paid by way of demand draft by the second party to the first party at the time of quashing of FIR before Hon'ble High Court of Delhi.

2. That it has been agreed that the first party shall withdraw all the allegations leveled against the second party and his relatives as the matter stands reconciled between the parties.

3. That is agreed by the parties that they shall withdraw their respective cases i.e. HMA Petition No.94/22 by the second party, complaint u/s 125 Cr.P.C. bearing MT No.567/2021 and D.V. Petition No.2697/21 by the first party after first motion petition. First party further undertakes to provide No Objection for quashing of FIR from the Hon'ble Delhi High Court and cooperate with the second party for quashing of the said FIR no.271/22 u/s 498A/406/34 IPC PS Prashant Vihar.

4. That it is further agreed that after payment of the above said amounts, all the past, present and future claims of the first party stands settled in all respects towards the second party.

5. That it has been agreed between the parties that they will not file any case, complaint or suit against each other in any court in future.



6. That after the payment of the entire settlement amount, both the parties undertakes not to file any claim with regard to the moveable and immovable properties of the second party or of his parents/ family members.

7. That it has been agreed between the parties that they will cooperate with each other in getting the decree of divorce, and both the parties undertake that they will not back out from the compromise arrived today.

8. That both the parties have signed this Agreement without any force, pressure or coercion from any corner and with their free sweet will.”

4. Ld. Counsel submits that in terms of the above settlement the parties have already been granted divorce by mutual consent by the Ld. Principal Judge, Family Court, Rohini Courts, Delhi, vide judgement dated 24.04.2023. Ld. Counsel submits that out of the total settled amount of Rs. 7,00,000/- the petitioner has already paid Rs. 5,00,000/- to the respondent No. 2 and the remaining Rs. 2,00,000/- is to be paid today. Ld. Counsel submits that the present FIR stems from a matrimonial dispute which stands amicable settled and therefore no useful purpose would be served if the present complaint is kept pending.
5. The parties are present in person and have been duly identified by the IO. Respondent No. 2 states that she was married to the petitioner No.1 on 17.07.2021 and no child was born out of the wedlock. She



states that the parties have already been granted divorce by mutual consent vide judgement dated 24.04.2023. She states that she has voluntarily settled the matter with the petitioners vide Compromise Deed dated 27.07.2022 without any fear, force or coercion and has no objection if the present FIR and all consequent proceedings arising therefrom are quashed. An affidavit of no objection has also been filed on behalf of her along with the present petition. She further states that in terms of the settlement the petitioner No.1 has already paid her Rs. 5,00,000/- and the remaining Rs. 2,00,000/- has been handed over in the court today by way of demand draft bearing DD No. 510475 dated 26.05.2023 for a sum of Rs. 2,00,000/- (Rupees Two Lakhs only) drawn from ICICI Bank in the name of Isha Khanna. She states that she has thus received the entire settled amount and has no more grievances against the petitioners.

6. I have considered the submissions. The parties have already been granted divorce vide judgement dated 24.04.2023 and have amicably and voluntarily settled all their disputes vide Compromise Deed dated 27.07.2022. Respondent No. 2 has stated that she no longer wishes to pursue the present FIR. In such circumstances, 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 settlement. 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, the case FIR No. 0271/2022 dated 25.03.2022 registered under sections 498A/406/34 IPC at PS Prashant Vihar and all subsequent proceedings arising therefrom are quashed.
8. Accordingly, the present petition stands disposed of.



DINESH KUMAR SHARMA, J

AUGUST 10, 2023/AR

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