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

+ **CRL.M.C. 5726/2023**

KUNDAN ROY & ORS.

..... Petitioners

Through: Mr. Satyendra Mishra, Adv. (VC).
Petitioners in person.

versus

STATE (GOVT. NCT OF DELHI) THROUGH SHO & ANR.

..... Respondents

Through: Mr. Digam Singh Dagar, APP.
R-2 in person.

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Date of Decision: 11.08.2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. Present petition has been filed under section 482 CrPC seeking quashing of case FIR No. 0013/2022 dated 04.01.2022 registered under sections 498A/406/377/34 IPC at PS DayalPur and the subsequent 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 16.02.2020 as per Hindu Rites and Customs at Bihar. No child was

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born out of the wedlock. Thereafter, owing to temperamental differences the parties started residing separately since 24.08.2020. Consequently, respondent No. 2 got registered the present FIR against the petitioners herein. Chargesheet is stated to not have been filed yet. In addition to the present FIR, the respondent No. 2/wife also filed a maintenance petition u/s 125 Cr.P.C. bearing MT. Case No. 370/2021 and a complaint case bearing CC No. 668/2021 under the DV Act, both pending before the Karkardooma Courts, Delhi.

3. It has been submitted that while the proceedings were underway, the parties were referred to the Counselling Cell, Family Courts, whereby, the parties amicably and voluntarily settled all their disputes on 17.02.2023 on the following terms and conditions:

“1. The parties have agreed to dissolve their marriage by mutual consent in accordance with the law, as provided under Section 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. 8,00,000/- (Rupees Eight Lacs Only) as full & final settlement (against istridhan and dowry, maintenance towards past, present and future qua this marriage) in three instalments by way of DD/pay order with dowry articles List attached.

3. It is further agreed between the parties that the husband will pay Rs. 2,50,000/- (Rupees Two Lacs Fifty Thousand Only) to the wife at the time of recording of the statement of first motion by way of DD/Pay order.

4. It is further agreed between the parties that husband will pay Rs. 2,50,000/- (Rupees Two Lacs Fifty Thousand Only) to the wife at the time of recording of statement of second



motion by the way of DD/Pay Order.

5. It is further agreed between the parties that the Respondent shall pay Rs. 3,00,000/- (Rupees Three Lacs Only) to the Petitioner at the time of quashing of FIR No. 13/2022 U/S 498A/406/377/34 IPC PS Dayalpur, in the Hon'ble High Court of Delhi within 30 days after Second Motion and petitioner shall cooperate and sign all the necessary affidavit & do the needful in quashing of said FIR.

6. It is further agreed between the parties that the first motion petition shall be filed on or before 15/03/23 and second motion petition shall be filed soon after the completion of the statutory period of the order U/S 13 B(1) of HMA.

7.

8. It is further agreed between the parties that the Petitioner will withdraw the case which is pending in the count of Sh. Ankur Jain, Ld. Judge Family Courts, District-North East, Karkardooma, after first motion.

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

10. It is further agreed between the parties that they shall remain bound with the aforesaid, terms and conditions as 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 at any time of future in any Court of law/Police station etc.

12. The above settlement is with respect to all claims of wife



past, present and future alimony, istridhan, maintenance, pending amount of maintenance, articles, property etc. and neither she nor her relatives shall claim anything from husband or his family be in future from herself or on behalf of child/children.

13. It is agreed between the parties that if either of the parties commits breach or default of this mutually agreed settlement after the first motion if Petitioner backs out the amount taken at the time of first motion shall be returned to the Respondent with 2% interest per month and if the Respondent backs out the amount given at the time of first motion shall stand forfeited by the Petitioner.

14. 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.

15. The terms and conditioned 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, volition and consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (both of law and fact), in any form whatsoever and parties agreed that the settlement/agreement has been correctly recorded as per the agreed terms and conditions.”

4. Ld. Counsel submits that in terms of the above settlement the parties have already been granted divorce by mutual consent by the Ld. Judge, Family Courts, Karkardooma Courts, Delhi, vide judgement dated 11.05.2023. Ld. Counsel submits that out of the total settled



amount of Rs. 8,00,000/- the petitioner has already paid Rs. 5,00,000/- to the respondent No. 2 and the remaining Rs. 3,00,000/- 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 16.02.2020 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 11.05.2023. She states that she has voluntarily settled the matter with the petitioners vide Settlement Agreement dated 17.02.2023 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. 3,00,000/- has been handed over to her in the court today by way of demand draft bearing DD No. 001102 dated 01.08.2023 in the name of Saroj Ray for a sum of Rs. 3,00,000/- drawn from Axis Bank. She



states that she has thus received the entire settled amount and has no more grievance against the petitioners.

6. I have considered the submissions. The parties have already been granted divorce vide judgement dated 11.05.2023 and have amicably and voluntarily settled all their disputes vide Settlement Agreement dated 17.02.2023. Respondent No. 2 has stated that she 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 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. 0013/2022 dated 04.01.2022 registered under sections 498A/406/377/34 IPC at PS DayalPur and all subsequent proceedings arising therefrom are quashed.
8. Accordingly, the present petition stands disposed of.

DINESH KUMAR SHARMA, J

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