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

+ CRL.M.C. 4086/2022

AMIT SHOOR & ORS.

..... Petitioners

Through: Mr. Siddhant Sharma, Adv.

versus

STATE OF NCT OF DELHI & ANR.

..... Respondents

Through: Mr. Digam Singh Dagar, APP for the
State with SI Santosh Ps Vijay Vihar.

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Date of Decision: 10th April, 2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. The present petition has been filed under section 482 Cr.P.C seeking quashing of FIR no. 282/2019 under section 406/498A/34 IPC and all the other proceedings emanating therefrom.
2. Briefly stated facts of the case are that the parties got married on 30.04.2018 according to Hindu rites and ceremonies. Soon after the marriage temperamental differences and matrimonial discord cropped up owing to which the parties have been living separately since

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25.08.2018. There is no child born out of said wedlock. The present FIR was lodged on the basis of the complaint by Respondent No.2. However it is submitted that now the parties have settled the matter vide settlement agreement dated 15.07.2021.

3. Settlement agreement dated 15.07.2021 reads as follows:

"1. The both the Parties have agreed and expressed their intentions to dissolve their marriage by a decree of divorce by a mutual consent and the Parties have agreed for filing of joint petition U/s 13 (B) (1) & (B) (2) of the Hindu Marriage Act, 1955 before the concerned Family Court. the Parties have agreed for filing of joint petition U/s 13 (B)(1) & (B)(2) of the Hindu Marriage Act, 1955 before the concerned Family Court.

*2. That it has been agreed between the Parties that due to their retrievable breakdown of marriage, Parties hereby agree to file waiver application in view of the Order passed by the Hon'ble Supreme Court in "**Amardeep Singh v Harveen Kaur (AIR 2017 SC 4417)**". If the Ld. Principal Judge declines the application, it is further agreed that after the expiry of the mandatory period of six months they will file the second motion petition without any delay preferably within period of 15 days after expiry of six months as contemplated under the law.*

3. That the Parties hereby agree that the First Motion for Divorce by Mutual Consent would be filed forthwith and both the parties would cooperate each other on its presentation and make necessary statements before the competent court of law accordingly and after this they would also file the Second Motion for Divorce after fulfillment of conditions herein mentioned further, with mutual consent and convenience of each other.

4. That it has been mutually agreement between the parties that Second Party shall make the payment of Rs.5,25,000 (Rupees Five Lakh Twenty Five Thousand Only) in total as FULL AND FINAL PAYMENT AND SETTLEMENT to the First Party in respect of her entire and all other claims that First Party may have against Second Party due to said wedlock / legal relation that includes

claims with respect to dowry, stridhan, alimony, gifts, expenditure or any other claim what so ever that the First Party may claim against Second Party due to said matrimonial relation and towards cost of maintenance i.e. present, past and all future maintenance.

5. It is mutually agreed between the parties that settlement amount of Rs 5.25,000 (Rupees Five Lakh Twenty-Fit Thousand Only) as agreed. shall be paid in three instalments:

a) Rs 2,00,000/- by way of demand draft in favour of the First Party at the time of recording the First Motion statement of mutual consent divorce, before the concerned court.

b) Rs 1,50,000/- by way of demand draft in favour of the First Party at the time of recording the Second Motion statement of mutual consent divorce, before the concerned court.

c) Rs 1,75,000/- by way of demand draft in favour of the First Party at the time of recording statement for quashing of FIR No. 282/2019 filed at PS Vijay Vihar before the Hon'ble High Court.

6. That, as per the directions of the Hon'ble Court after filing of first motion and after the waiver application is allowed in, both parties shall immediately file for appropriate application for second motion of mutual consent divorce.

7. That, it has been agreed by Second Party, that he shall solely bear all the legal expenses of Rs. 33,000/- incurred for drafting, filling and appearance of the Advocate/ Counsel before the family Court where Divorce Petition would be filed and also Quashing Petition before the Hon'ble High Court.

8. That, at the time of recording the second motion statements, the First Party undertakes to sign the necessary affidavits and oaths for joint quash petition of the FIR, and without delay the same be filed before the Hon'ble Delhi High Court.

9. It is agreed between the parties that in case the First Party fails to abide by the terms and conditions of this agreement and fails to

appear in second motion or in High Court for quashing the FIR, under such circumstances, First party shall return the amount received at the time of First Motion or Second Motion, as the case may be, from the Second Party and Second Party shall be at liberty to file contempt petition. Moreover, if in case the Second Party fails to abide by the terms and conditions of this agreement and fails to appear in second motion or doesn't file quashing petition on time, the amount received by the First Party at the time of First Motion or Second Motion, as the case may be, shall stands forfeited and the First Party shall be at liberty to file contempt petition and moreover if any of the parties hereto does not abide by the terms and conditions of this settlement, the other party shall be at liberty to take any other appropriate action as per law.

10. That the First Party after the receiving of all the above mentioned pending amounts/sums of subject to the aforementioned clauses. will not claim any further amount towards past, present and future maintenance, compensation, alimony, expenditure or any claim in the inheritable property from the Second Party or his family members or relatives. All the claim(s), if any, raised by the First Party qua the Second Party and his family members shall stands extinguished and the First Party shall be estopped in law to file any such claim and in case any such claim is filed by the First Party, the same shall stand dismissed and withdrawn and shall also tantamount to committing breach of the undertaking given by the First Party. Likewise, the Second Party shall also not lay any claim, alimony, expenditure or compensation towards the First Party, family of the First Party or her relatives.

11. That all the disputes and differences between the Parties have been fully and finally settled. Nothing shall be now due from either Party to the other on any account, whatsoever, except under the present Settlement. It is also agreed between the Parties that neither Party shall file against the other, nor against their family, relative, successor or assigns any suit, plaint, case, petition, application, complaint or report in relation to events arising out of their matrimonial life.

12. That pursuant to engrossing their signatures on the present Settlement Deed/ Agreement and fulfillment of all the terms of the present Settlement, the First Party and the Second Party shall not interfere in the lives of each other in any manner including personal, oral, written, electronic or telephonic contact and also will not make any allegation against each other and/or their respective family members.

13. It is agreed between the Parties that after the grant of divorce the Parties can marry as per their own choice and either Party shall not interfere in personal and professional life of each other.

14. That both the Parties shall cooperate and sign all necessary documents for the purposes of obtaining divorce by mutual consent and render all assistance for the expeditious disposal of the same and shall undertake to appear before the Family Court, Delhi for recording of their statements for the purposes of obtaining divorce by mutual consent. It is agreed between the Parties that they shall not withdraw their consent for recording of statement under Section 13 B (1) and 13 B (2) of the Hindu Marriage Act. 1955.

15. That the Parties undertake to abide the term and conditions set out in the Settlement Deed and not to dispute the same hereinafter in future and in the event of defiance they will be liable as per the law of land.

16. It is stated that by signing the Agreement the First Party and the Second Party here to state that they have no further claims or demands against each other all the disputes and differences have been settled by the Parties here to voluntarily without any force, undue pressure or coercion without any corner whatsoever.

17. That the present Settlement, Deed is effective and enforceable from the Effective Date and shall remain effective and binding and form part of the decree for mutual consent.

18. That the Parties hereinabove have taken a decision to break their matrimonial ties keeping in view their future welfare and better prospects.

19. That the Parties hereby confirm that the declarations made above are true and correct and they shall abide by the terms and conditions stipulated herein correct and they shall abide by the terms and conditions stipulated herein above.”

4. The divorce has already been granted vide under Section U/s 13 (B) (1) & (B) (2) of the Hindu Marriage Act, 1955 before the Principal Judge, Family Courts, South West District, Dwarka vide order dated 07.03.2022.
5. As per the settlement, her husband/petitioner No.1 has to pay Rs.5,25,000/-(Rupees Five Lakh Twenty Five Thousand Only) towards full and final settlement of the entire dispute and she has already been paid Rs.3,50,000/-(Rupees Three Lakh Fifty Thousand Only). The remaining sum of Rs.1,75,000/- (One Lakh Seventy Five Thousand One) has been received by way of a Demand Draft bearing No. 069495 dated 13.01.2023 drawn on HDFC Bank.
6. I have been interacted with the complainant/respondent No.2 and she stated that she has entered into settlement voluntarily against all claims (past, present and future) without any fear, undue influence or coercion.
7. IO has duly identified the respondent No.2.
8. It has repeatedly been held by the Apex Court that in the matrimonial disputes, if the parties have settled the disputes between themselves, the Court should also encourage the same.
9. In the present case, the petitioner No.1 and the respondent No.2 have been residing separately since long. The divorce has taken place between them. There is no child born out of the wedlock. I consider that the parties have entered into the settlement voluntarily without

any fear, force and coercion therefore, there would be no purpose of continuing with the trial.

10. Taking into account the totality of facts and circumstances, the case FIR no. 282/2019 under section 406/498A/34 IPC and all the proceedings emanating therefrom are quashed.

11. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

APRIL 10, 2023

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