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

+ **W.P.(CRL) 2435/2023**

**ARSHPREET SINGH & ORS.**

..... Petitioner

Through: Mr.Varun Chawla, Ms.Isha Bhalla  
and Mr.Parangat Pandey, Advts.

versus

**STATE & ANR.**

..... Respondents

Through: Mr.Yasir Rauf Ansari, ASC (CrI.)  
with Mr.Alok Sharma, adv. for the  
State.

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*Date of Decision: 25.08.2023*

**CORAM:**

**HON'BLE MR. JUSTICE DINESH KUMAR SHARMA**

### **J U D G M E N T**

**DINESH KUMAR SHARMA, J. (Oral)**

**CRL.M.A. 22941/2023 (exemption)**

Exemption is allowed subject to all just exceptions.

Application stands disposed of.

**W.P.(CRL) 2435/2023 & CRL.M.A. 22940/2023 STAY**

1. The present petition has been filed for quashing of FIR No.0442 dated 14.07.2020 registered under Section 498A/406/34 IPC at PS Bharat Nagar. The said FIR was lodged on the complaint of respondent No. 2/wife against

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4 accused persons namely; Arshpreet Singh/Husband, Amarjit Singh/ Father-in-law, Rajni Kaur/Mother-in-law and Deeplyot Kaur/Sister-in-law. However, only 3 of those accused persons named in the FIR have been made party in the present petition i.e. Arshpreet Singh, Amarjit Singh and Rajni Kaur. It has been submitted that the present quashing is being sought only qua the 3 petitioners herein.

2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 08.03.2019 in accordance with the Hindu Rites and Ceremonies. However, it has been submitted that, on account of temperamental differences and mental incompatibility, the parties started living separately and instituted multiple litigations against each other and their respective families including the present FIR. Learned counsel for respondent no.2 submits that the charge sheet has been filed but the learned counsel for the petitioner submits that he has not received the same.

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 17.12.2022.

4. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs. 40,00,000/- in full and final settlement of the entire dispute to respondent no. 2/complainant.

5. It has been submitted that pursuant to the settlement, a mutual divorce petition was filed and a decree of divorce was granted vide order dated 12.07.2023 passed by Family Courts, Patiala House Courts, Delhi.



6. The Learned Counsel for the petitioners, therefore, submits that since the parties have resolved all their differences amicably; it would be in the interest of justice to quash FIR No.0442/2020 registered under Section 498A/406/34 IPC at PS Bharat Nagar and all the proceedings emanating therefrom qua the petitioners herein.

7. 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 a DD bearing no.433015 dated 22.08.2022 for a sum of Rs.15 lakhs drawn on IndusInd Bank, Nirvana Country, Gurgaon, Haryana was given to her in court today. 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 12.07.2023, she has no objection if FIR No.0442/2020 registered under Section 498A/406/34 IPC at PS Bharat Nagar and all the proceedings emanating therefrom are quashed qua the petitioners herein.

8. I have gone through the settlement which has been placed on record. The settlement agreement provides for the following terms and conditions:

*1. That the parties to this deed are entering into this settlement deed at their own free will, volition and consent and without any undue pressure, force, coercion, or influence of any kind.*

*2. That the following cases exist between the parties as of today:*

*Case u/s 12 of the Protection of Women from Domestic Violence Act instituted by the Second Party having Ct No. 23839 of 2019 pending before the court of Ms. Preeti Rajoria, Metropolitan Magistrate - Mahila Court, NorthWest District, Court No. 18, Rohini Courts, Delhi and next date of hearing is 09.12.2022.*



3. A FIR bearing no. 442/2020 dated 14.07.2020 u/s 498A/406/34 P.S. Bharat Nagar, Delhi having Second Party as complainant and First Party and his family members as Accused.

c. Police complaints and representations made by Second Party on various dates and before various forums.

d. Police complaints and representations made by Second Party's mother Mrs. Anupama Kaur dated 05.04.2021.

3. That both parties declare that to the best knowledge and belief of the parties, there is no other litigation, claim, complaint or case filed by either party against another or any family member of the parties, whether before a court, police and/or any other statutory body and any other institution, directly or indirectly, whether by their own self or through any family, friend or agent etc.

4. That both parties undertake to withdraw and close permanently all above said cases (except the FIR stated at point 2 (c). The said FIR shall get quashed on petition filed by the First Party along with other accused after obtaining the decree of divorce u/s 13B of the Hindu Marriage Act) at the very first instance and not later than 10 days of allowing of petition filed by the parties u/s 13B(1) HMA.

5. That in case there is any other litigation, the same shall also be withdrawn by the respective party immediately within the said time frame of 10 days from allowing of petition filed by the parties u/s 13B(1) HMA at their own cost and consequences. **It is most pertinent to mention that both parties shall not pursue any litigation/case/complaint/claim against one another after signing of this Settlement Deed.** In case there is any proceeding taking place in any litigation/case/complaint/claim, the party who has filed the respective litigation/case/complaint/claim shall immediately inform the authority where such proceeding is taking place about the settlement and put the said proceedings on hold and ensure that no coercive steps of any kind shall be taken against the other party. Failure to do so shall be counted as breach of the present settlement.

6. Proof of withdrawal of cases/complaints/litigation/claims shall be provided to the other side as soon as possible and the said proofs shall be filed by both parties in the petition u/s 13B(2) HMA. Needless to mention that the Second Party shall fully cooperate in every manner and without any delay with the First Party and other accused persons



to get the said FIR quashed from the Hon'ble High Court of Delhi. The Second Party shall provide NOC affidavit at the time of filing of Petition seeking quashing of FIR and also appear in the Hon'ble High Court of Delhi for getting her consent/NOC for quashing recorded before the Hon'ble court.

7. Both parties undertake that no case, complaint or claim of any nature or sort shall be filed or made by either party against one another or their family members beyond the scope of the present settlement as the present deed has been carefully drawn up after due consideration and thought and all issues and claims, disputes and matters between the parties have been settled in **FULL AND FINAL** absolutely and forever and for their entire lifetime. If any party to this deed makes any such complaint/claim/case against the other party or his/her family unless as provided by the present deed, the same shall be withdrawn immediately on notice within 2 working days and shall be at the sole risk, consequence and cost of the party so making the complaint I claim/case and shall be considered as breach of the present settlement deed.

8. That the First Party shall make a Full and Final payment of Rs. 40,00,000/- (Rupees Forty Lakhs only) to the Second Party in the manner stated below as a full and final and complete settlement amount in lieu of compensation, maintenance of any kind (past, present and future; whether interim or proper), alimony (past, present and future), and/or any other financial amount or assistance to the Second Party for her **ENTIRE LIFETIME**. **It is most pertinent to mention that the said settlement amount includes financial assistance by whatever name called in any law applicable to the parties whether mentioned herein in the settlement deed or even otherwise.** The Second Party has duly accepted the same.

a. Rs. 1,00,000/- (Rupees One Lakh only) at the time of signing of the present settlement deed and also signing and filing of the petition u/s 13B(1) of the Hindu Marriage Act.

b. Rs. 4,00,000/- (Rupees Four Lakhs only) at the time of recording of statement before court in the petition filed jointly by the parties u/s 13B(1) of the Hindu Marriage Act.



c. Rs. 20,00,000/- (Rupees Twenty Lakhs only) at the time of recording of statement before court in the petition filed jointly by the parties u/s 13B(2) of the Hindu Marriage Act and finalization of divorce.

d. Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) at the time of recording of NOC/consent of Second Party for allowing quashing of the FIR in the petition under Section 482 of the Code of Criminal Procedure seeking quashing of FIR no.442/2020 dated 14.07.2020 u/s 498A/406/34 IPC P.S.Bharat Nagar, Delhi before the Hon'ble High Court of Delhi. It is stated specifically that the said petition seeking quashing of FIR shall be filed by the accused persons and the Second Party shall fully cooperate with all the accused persons to get the said FIR quashed and the Second Party shall give all the required NOC and other consent to get the said FIR quashed against ALL ACCUSED in the said FIR. The Second Party shall also be intimated of the date to appear before the Hon 'ble High Court and she shall punctually appear before the Hon'ble High Court for getting her consent/NOC recorded. Absence of the Second Party at such a stage shall be treated as breach of the present Settlement Deed.

The above said payments shall be made by way of Demand Draft in the name of Prabhleen Kaur and the Demand Draft shall be handed over at the respective time as stated above. The Second Party shall issue a receipt of the DD's to the First Party on a photocopy of the DD at each time.

9. That the Second Party undertakes, declares and affirms that from here onwards, she shall not make any claim, whether monetary or otherwise, from the First Party or his family members for her entire lifetime. The Second Party also undertakes that she shall not raise any claim stated above or in any form of inheritance or share in moveable or immovable property of the First Party or his family **during her lifetime** in any manner. The above mentioned amount of settlement (i.e.Rs. 40,00,000/-) fully covers all claims and maintenance and alimony and all other financial assistance and provisions of law of any kind and law in force, whether covered by the Protection of Women from Domestic Violence Act, Hindu Marriage Act, Criminal Procedure Code or any other law that is applicable to the parties and the said settlement amount fully accounts for all



*claims/dues/alimony/maintenance/aid/legal rights etc. for the entire lifetime of the Second Party in the present settlement.*

*10. That the jewellery, articles, valuables and all other items belonging to the Second Party are in the possession of the Second Party and she has no claim with regard to the same. The Second Party also hereby declares and affirms that there is no claim from her side with respect to streedhan or any jewellery, valuable or articles from the First Party.*

*11. That both parties have now no claim against each other or any of their family members of any kind. All give and take has been fully settled as stated above. No other transaction between the parties or their families remain.*

*12. That both parties state that both of them are able bodied and well educated and fully understand the step they are taking. Both parties also confirm that they are capable of taking care of themselves on their own and shall have no claim of any kind against each other ever in future. All claims, whether mentioned or not mentioned in the present deed, as well as all legal entitlements, claims or rights of each party against the other as per law shall fully come to an end and having been settled and completed between the parties and shall cease to exist as per the own voluntary decision of both parties. No party shall be at liberty to raise any claim against one another in future.*

*13. That both parties undertake and declare that neither of them shall, under any circumstance, use any photograph, video, information or document obtained during the course of marriage in any manner which may harm, hurt or cause damage to the other party. Both parties also undertake that they shall maintain the sanctity and trust of the marriage even after their separation and not use any personal information to harass or cause damage to the other, whether socially, professionally or personally. That both parties shall not communicate directly with one another ever in future from today, unless for what is required for the purposes of divorce and implementation of the present Settlement Deed.*

*14. That the parties have further agreed that a petition for dissolution of the above said marriage by mutual consent as per the provisions of Section 13-B(1) of The Hindu Marriage Act, shall be made jointly by the parties on the same day of signing of the present agreement. Both parties shall cooperate with one another in this regard. Similarly, the*



*parties shall also cooperate in filing of the Second I Final Motion of divorce as per provisions of Section 13B(2) of The Hindu Marriage Act maximum within 15 days of completion of the statutory 6 month period. The parties may also choose to file the petition under Section 13B(2) of the Hindu Marriage Act prior to the statutory 6 month period by filing an application seeking waiver from the Hon'ble court for the said 6 month period. The quashing petition shall be filed within 15 days of receipt of Certified Copy of Judgement and Decree of Divorce in petition u/s 13B(2) HMA by the First Party. It is pertinent to mention that the time frames mentioned herein should be strictly adhered to.*

*15. That both parties shall not, under any circumstance, breach any condition I undertaking in the present deed. In case of any breach, the other party shall have the right to sue the opposite party for damages and file cases/complaints against the defaulting party as are available to the respective party under law. It is specifically stated that withdrawal of mutual consent for divorce shall also be considered as breach of condition of the present settlement. To bind themselves by the present deed for its strict adherence, the parties hereto have decided on the following penalty:*

*(a) In case the Second Party breaches any condition of the present deed or withdraws her mutual consent for divorce at any stage, she shall pay to the First Party an amount equal to double of the amount received by her from the First Party till that stage where the default is committed. The said payment shall be made within a period of 10 days from such breach and also without the First Party having to make any demand. In case of failure to make such payment, all Party against the First Party and his family shall be considered null and void and having been withdrawn. The First Party shall be at liberty to file suit for recovery of such amount against the Second Party.*

*b. That in case the First Party withdraws his mutual consent or defaults in making payment of the amount agreed above in the stipulated time frame, the First Party, as penalty, shall pay double the amount of balance consideration to the Second Party within 10 days from such breach. The Second Party shall be at liberty to file suit for recovery of such amount against the First Party.*



*16. That both parties shall bear their own legal costs as per their own requirements. Cost of withdrawal of cases to be borne by the parties at their own end.*

*17. That the present deed is being executed in Two Original Sets. Both parties shall keep one original of the settlement deed with themselves. Both parties also undertake to abide by the present Settlement Deed strictly and adhere to the settlement made herein.*

*18. Both parties hereby agree to submit themselves to the exclusive jurisdiction of the Hon'ble courts at Patiala House Courts, Delhi only and to the exclusion of all other courts. The said is a mutual decision based on the jurisdiction by the place of marriage of the parties.*

*19. For clarity, it is stated that the present Settlement Deed includes 10 pages including page 1 being the Stamp Paper and has been signed on each and every page by both parties.*

*20. That both parties declare and affirm that they have agreed to each and every term recorded in the settlement agreement, after carefully reading over and fully understanding and appreciating the contents, scope and effect thereof, and also the consequences of the breach thereof.*

9. 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.

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.0442/2020 registered under Section 498A/406/34 IPC at PS Bharat Nagar and all the other proceedings emanating therefrom are quashed qua the present petitioners.

12. The present petition along with the pending application stands disposed of.

13. Order *dasti*.

**DINESH KUMAR SHARMA, J**

**AUGUST 25, 2023/rb**