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

+ CRL.M.C. 6189/2023

DURGESH KUMAR

..... Petitioner

Through: Mr. S. P. Jain, Adv. (VC) with
Ms.Preeti, Adv.

versus

THE STATE AND ANOTHER

..... Respondents

Through: Mr. Hemant Mehla, APP for the State

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Date of Decision: 28th August, 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 Cr.P.C. seeking quashing of FIR No. 355/2020 dated 29.11.2020 registered under sections 498A/406/34 IPC at PS Anand Parbat, Delhi, and all consequential proceedings emanating therefrom. The said FIR was lodged on the statement of the respondent No. 2/wife.
2. Briefly the facts are that the marriage between the petitioner No.1/husband and respondent No.2/wife was solemnized on 15.01.2017 as per Hindu rites and rituals at Delhi. No child was born out of the wedlock. Thereafter, owing to temperamental differences,



the parties started residing separately since 20.07.2018. Subsequently, the respondent No. 2/wife lodged a complaint before CAW Cell which culminated into the present FIR against the petitioner No.1 and his parents who are petitioner nos. 2 and 3 in the present petition. Respondent No. 2 also filed a complaint under section 12 of the DV Act and an execution petition against the petitioners.

3. It has been submitted that during the pendency of the DV proceedings the parties were referred to mediation and with the help of family and friends both the parties amicably settled all their disputes vide MoU dated 09.05.2023 on the following terms and conditions:

A) That the first party shall withdraw her complaint of D.V. Complaint u/s 12 bearing no. 17326/2018 which is pending for 11/07/2023 before the Hon'ble court of Ms. Reetika Jain, LD MM, Tis Hazari Court and Execution petition bearing no. 189/2022 which is pending for 03/07/2023 before the Hon'ble court of Ms. Reetika Jain, LD MM, Tis Hazari Court, before recording of statement of first motion.

B) That as per the said settlement a sum of Rs. 7,00,000/- (Rupees Seven Lakhs only) shall be paid by way of cash/DD/bank transfer by the se on party to the first party at the time of recording of statement of first motion.

That further it has been agreed between the parties as per settlement the articles mentioned below

- I. 2 gold rings
2. 1 gold chain
3. Pair of gold ear ring



shall be returned by the second party to first party at the time of recording of statement of second motion petition.

D) That it is also agreed that Rs. 1,00,000/- (One lakhs Only) by way of DD/bank transfer shall be paid by the second party to first party at the time of quashing of the FIR mentioned above. That the. certified or dusti copies of the withdrawal of the cases of DV and execution petition shall be provided by the first party to the second party before the first motion.

AND WHEREAS It is also agreed that the petition for quashing of the Case FIR no. 0355/2018, UIS 498A/406/34 IPC dated registered in the Police Station Anand Parbat against the second party and his other family members, will be filed soon after second motion:

AND WHEREAS. The first party shall Cooperate and shall make necessary statement/NOC/Affidavit before the Hon'ble High Court of Delhi.

AND WHEREAS that both the parties have agreed that after receiving the full and final settlement amount, grant of divorce and quashing of the case, either party will not interfere in the personal and professional life of each other and they will also not file any type of case, complaint, petition against other or their respective family members qua this marriage.

AND WHEREAS that it is further agreed between the parties' that In case of breach/violation or willful/deliberate disobedience of either the settlement deals or its terms and conditions, the party breaching the terms, shall be liable for contempt proceeding and the party aggrieved shall be entitled for status quo-anti in every possible way.



AND WHEREAS that it is also agreed between the parties that any case, complaint, claim or appeal filed against each other whether known or unknown where summon/notice has been issued or not would be null and void and will be treated as withdrawn/ quashed after grant of decree of divorce to the parties.

AND WHEREAS that the above said settlement and its terms and conditions have been entered and executed between the parties with their free consent and the consent of their respective family members with their sweet will and without any force, undue pressure, influence, misrepresentation or mistake (both law and fact) in any form, and statement, agreement has been correctly recorded the said agreed terms are without any inducement or coercion from any corner whatsoever.

AND WHEREAS First party and second party shall get dissolved their marriage by a decree of divorce by mutual consent without leveling allegations and counter allegations against each other as per the terms and conditions of the present settlement.

AND WHEREAS it is agreed that first party and Second party shall not interfere in the matters of each other. And other family members from both sides in any manner, whatsoever and the present settlement is binding on both parties and there shall not remain any claim of first party whatsoever in nature against the second party qua the marriage of the parties. It is further agreed that the parties shall not interfere the life on each other, their relatives and neighbours on- any social media in any manner whatsoever.



AND WHEREAS it is agreed that if second party .do not fulfill the terms and conditions of the present settlement, then the first party shall be at liberty to reopen all his above mentioned cases against the second party.

AND WHEREAS it is agreed that if first party violation the conditions of the settlement at any stage of the settlement after receiving the amount of Rs. 7,00,000/- the first party shall be bound to come forward for second motion and in the. failure to do so the first party shall be bound to return the amount already received. It is further agreed that the first party shall communicate the proceedings of second motion to be second party on his phone nos. 99991668 1 0 and email I do not remember that: durgeshkhattrill@gmail.com That the first party and second party undertakes not to violate any terms of the said MOU and are bound by the terms and condition of this deed and in infringement of the terms by either party, the other party reserves the right to initiate the legal proceeding against the defaulter Party before the competent court of law.

The both the first party and second party are adult and good enough to take their decisions and have signed this deed .with their free consent, choice, and without any pressure, coercion or undue influence.

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 Court, Tis Hazari Courts, vide judgement dated 08.06.2023. It has been submitted that as per the settlement the petitioner has already paid Rs. 7,00,000/- to the respondent No. 2 out of the total settled amount of Rs. 8,00,000/- along with the articles as mentioned in the settlement. The remaining Rs. 1,00,000/- is to be



paid today. Ld. Counsel submits that as per the settlement all the litigations pending between the parties have also been withdrawn. It has been submitted that since the present matter stems from a matrimonial dispute which stands amicably settled between the parties, 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 15.01.2017 and no child was born out of the wedlock. She states that the marriage has been dissolved by mutual consent vide decree of divorce dated 08.06.2023. She states that she has voluntarily settled the matter with the petitioner vide Settlement Agreement dated 09.05.2023 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 the respondent No. 2 along with the present petition. Respondent No. 2 further states that in terms of the settlement the petitioner No.1 has already paid Rs. 7,00,000/- out of the entire settled amount of Rs. 8,00,000/- and the remaining Rs. 1,00,000/- has been received today via RTGS in the Court. She states that she has thus received the entire settled amount and has no grievance remaining against the petitioners.
6. I have considered the submissions. The present FIR stems from a matrimonial dispute. The parties have settled all their differences amicably and have already been granted divorce by mutual consent. 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. There is no reason to reject the settlement which has been arrived at voluntarily between the parties. 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 the facts and circumstances of the case and in view of the submissions of the respondent no.2/complainant, the case FIR No. 355/2020 dated 29.11.2020 registered under sections 498A/406/34 IPC at PS Anand Parbat, Delhi, and all subsequent proceedings arising therefrom are quashed.
8. Accordingly, the present petition is disposed of.

DINESH KUMAR SHARMA, J

AUGUST 28, 2023

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