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

+ CRL.M.C. 4594/2022

PUNEET GUPTA

..... Petitioner

Through: Mr. Ranvir Singh, Adv.

versus

THE STATE (GOVT.OF NCT OF DELHI) AND ANR.. Respondents

Through: Mr. Digam Singh Dagar, APP for the
State and SI Ankur Yadav, PS
Jagatpuri

Mr. A.K. Singh, Advocate for R-2
with R-2 in person.

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Date of Decision: 3rd May, 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.79/2021 registered under sections 498A/406/34 at PS Jagat Puri.
2. Briefly stated facts of the case are that the parties got married on 16.02.2009 according to Hindu rites and ceremonies. There is one child namely Kumari Amishi Gupta was born out of this wedlock. Owing to temperamental differences the relationship between the

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petitioner no.1/husband and respondent no.2/wife deteriorated and the parties started living separately. After which the present FIR was lodged.

3. However, it is submitted that now with the intervention of common friends, relatives and well-wishers both the parties have settled the matter amicably vide MoU/Settlement Deed dated 12.11.2021 and therefore the present FIR along with all the other proceedings emanating therefrom maybe quashed.

4. The terms and conditions of the MoU/Settlement Deed are as follows:

“1. That the parties have settled all their claims with each other amicably and as per the settlement so arrived at between the parties, the petitioner No.1/Husband had to pay a sum of Rs.40,00,000/-(Rupees Forty Lakhs only) to the petitioner No.2/Wife towards present, past, future and permanent alimony including accommodation, articles etc towards her and girl child namely Baby Amishi gupta aged about 11 years, born on 14.12.2009 and she will not make any other claim towards the permanent alimony, accommodation or of any goods/articles in future from the petitioner No.1/Husband or his family qua herself as well as for girl child.

2. That it has been agreed that the settled amount as above will be paid by the Husband/Petitioner No.1 as under:-

(i) Rs.30,00,000/- (Rupees Thirty lakhs only) will be paid by the Petitioner No.1/Husband in the name of girl child,"AMISHI GUPTA U/G PUSHPA GUPTA A/C NO. 50100471577251” vide D.D. No.291670 dated

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25.10.2021 drawn on The Vaish Co-operative Adarsh Bank Ltd, on or before recording of first motion of divorce. Rs.10,00,000/- (Rupees ten Lakhs only) shall be paid by the Petitioner No.1/Husband to the Wife/Petitioner No.2 in the name of "PUSHPA GGUPTA A/C NO. 16202191020282" vide D.D. No. 291671 dated 25.10.2021 drawn on The Vaish Co-operative Adarsh Bank Ltd. on or before recording of first motion of divorce.

(ii) Rs. 10,00,000/- (Rupees ten Lakhs only) shall be paid by the petitioner No.1/Husband to the Wife/Petitioner No.2 in the name of "PUSHPA GUPTA A/C No. 160202191020282" vide D.D. No. 291671 dated 25.10.2021 drawn on The Vaish Co-operative Adarsh Bank Ltd. on or before recording of first motion of divorce.

3. That it is agreed between both the parties that the Wife/Petitioner No.2 also undertakes not to raise any claim of maintenance or accommodation or any other claim whatsoever in the future after receiving the total amount of Rs.40,00,000/- (Rupees Forty Lakhs only) in full and final settlement. It is submitted that dowry articles and all other claims including the stridhan etc of petitioner No.2/wife had already been settled separately between both the parties peacefully without and coercion and undue influence, misrepresentation and there is no

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claim left regarding the dowry articles, gold, silver and other articles and stridhan etc left after receipt of above.

4. That it had been further agreed that the girl child named "Amishi gupta" will remain in the care and custody of the mother i.e. Petitioner No.2/Wife and Petitioner No.1/Husband will never interfere in the life of petitioner No.2 and her minor child.

5. That it is agreed between the parties that the Petitioner No.2/Wife who is presently residing in her matrimonial home at H-5/12, Second Floor, Krishna Nagar, Delhi-110051 will immediately vacate the said matrimonial home with all her belongings whatsoever at the time of aforesaid agreed payment is being tendered by the petitioner No.1 to the Petitioner No.2 and thereafter she will left with no right to visit the said property for any reasons whatsoever.

6. That it had been agreed that in terms of the present settlement, the parties have agreed to part away with each other and end their relationship forever and as such it had been agreed that the parties herein will move the petitioner under section 13B(1) of the Hindu Marriage Act, 1955 (First Motion) seeking dissolution of marriage by mutual consent within seven days of signing of the present settlement/agreement and after acceptance of the first motion by the Hon'ble Family Court, Delhi, the parties will move the petition under section 13-B(2) of the Hindu Marriage Act, 1955 (Second Motion) immediately on receipt of the certified records of the first motion seeking

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leave of the family court to waive the statutory period. The intent of the present settlement is that all disputes or differences amongst parties should reach its logical end within a period of two months from the date of recoding of the present settlement between the parties.

7. That arising out of the matrimonial disputes and differences amongst the parties following cases are pending:

(i) Ct. Case No. 46/2020 titled as "Puneet Gupta Vs. Pushpa etc" pending before the Hon'ble Court of Sh. Bharat Aggarwal, Metropolitan Magistrate, Distt. Shahdara, Karkardooma Courts, Delhi which was instituted by the petitioner No.1/Husband.

(ii) Ct. Case No.4452/2019 titled as "Pushpa Versus Puneet Gupta" pending before the Hon'ble court of Ms. Deepti Devesh, Metropolitan Magistrate, Distt. Shahdara, Karkardooma Courts, Delhi which was instituted by the petitioner No.2/Wife.

(iii) Ct. Case No.2672/2019 titled as "Puneet Gupta Vs Pawan Mittal" pending before the Hon'ble court of Sh. Rupinder Singh Dhiman, Metropolitan Magistrate, Distt. North-East, Karkardooma Courts, Delhi which was instituted by the petitioner No.1/Husband.

(iv) RCA/SCJ/9/2019 titled as "Pushpa Gupta Vs Sharda Gupta" pending before the Hon'ble court of Sh. Deepak Sehrawat, Senior Civil Judge, Shahdara Distt

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Karkardooma Courts, Delhi which was instituted by the petitioner No.2/Wife.

(v) Ex.NO. 368/2019, titled as “Sharda Gupta vs. Pushpa Gupta” pending before the Hon’ble court of Ms. Shruti Sharma, Civil Judge, Shahdara Distt. Karkardooma Courts, Delhi which was instituted by the mother of the petitioner No.1/Husband.

(vi) Cr. Rev. P. No.658/2019 titled as "Puneet Gupta Vs Pushpa Gupta" pending before Hon'ble High court of Delhi which was filed by the petitioner No.1/Husband.

(vii) MT No. 718/2018 titled as "Pushpa Gupta Vs Puneet Gupta" pending in the Hon'ble court of Sh. Sanjay Kumar, Judge Family courts, East Distt.

(viii) Ex No. 251/2019 titled as "Pushpa Gupta Vs Puneet Gupta" pending in the Hon'ble court of Sh. Sanjay Kumar Judge Family courts, East Distt Karkardooma Courts.

(ix) Ex. No. 251/2019 titled as “Pushpa Gupta Vs Puneet Gupta “ pending in the Hon’ble Court of Shri Sanjay Kuamr : Judge, Family Courts, East Distt. Karkardooma Courts, Delhi.

It had been agreed that in terms of the abovesaid settlement so arrived at between the parties, the cases listed at s.no. (ii), (iv), (viii) to (ix) will be withdrawn by the respective parties immediately at the time of the aforesaid agreed payment is

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being tendered by the petitioner No.1 to the petitioner No.2 and similarly other cases shall be withdrawn/compounded or get disposed off in terms of settlement from the respective courts with the leave of the respective courts on or before the recording of second motion of divorce. With regard to the F.I.R. No.79/2021, on receipt of the divorce decree in terms of the present settlement, immediately the petitioner No.1/Husband will move quashing petition under section 482 Cr.P.C before Hon'ble High Court of Delhi seeking its indulgence to quash the said FIR and all proceedings emanating therefrom on the basis of the settlement so arrived at between the parties and it had been agreed that to give effect to the same, the Petitioner No.2/Wife will provide all its necessary support and cooperation and will sign and provide all papers, affidavits etc. required for filing the said petition.”

5. It is pertinent to mention here that the parties have signed a joint statement in court today, stating that the said MoU/Settlement Deed shall not affect the rights of the child in future.
6. Respondent no. 2 is present in court and states that she has entered into the settlement voluntarily out of her own free will.
7. IO has duly identified the parties.
8. It has repeatedly been held by the Apex Court that in the matrimonial disputes, if the parties have settled the matter between themselves amicably, it is the duty of Courts to encourage the same. Reliance can

be placed on *B.S. Joshi v. State of Haryana*, (2003) 4 SCC 675; *Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another*; 2019 SCC OnLine Del 8179.

9. I consider that there would be no purpose of continuing with the trial as the parties have entered into the settlement voluntarily without any fear, force and coercion, and have decided to give quietus to the proceedings. It was a matrimonial dispute which has been amicably settled.
10. In view of the submissions made above, the case FIR No.79/2021 registered under sections 498A/406/34 at PS Jagat Puri and all the consequent proceedings arising therefrom are quashed.
11. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

MAY 3, 2023/Pallavi