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

+ **CRL.M.C. 6621/2023**

DR ANSHUL SHARMA & ORS. Petitioners

Through: Ms.Arundhati Katju, Mr.Ali
Chaudhary, Ms.Shrishti Borthakur
and Mr.Abu Zar Ali, Advts. with
petitioners in person.

versus

STATE OF NCT OF DELHI & ANR. Respondents

Through: Mr.Digam Singh Dagar, APP for the
State.
Mr.Vivek Vidyarthi,
Mr.SuvigyaVidhyarthi, Mr.Satvik
Mathur and Mr.Prabhleen Kaur Gill,
Advts. for
R-2 with R-2 in person.

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Date of Decision: 18.09.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 24830/2023 (exemption)

Exemption is allowed subject to all just exceptions.

Application stands disposed of.

CRL.M.C. 6621/2023 & CRL.M.A. 24831/2023 (stay)

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1. The present petition has been filed for quashing of FIR no.22/2020 dated 14.01.2020 under Section 498A/323/504/506 IPC at PS Mahila Thana, Distt. Ghaziabad.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 15.01.2017 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.
3. However, learned counsel for the parties state that the matter was transferred to the court of learned Metropolitan Magistrate, South District New Delhi by the Supreme Court vide order 07.08.2023.
4. 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 17.08.2022 at Mediation Centre Saket Courts, New Delhi. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs. 25,00,000/- (Rs. Twenty Five Lakhs) 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 23.01.2023 passed by Learned Principal Judge, Family Court, South, Saket Courts, New 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.22/2020 dated 14.01.2020 under Section

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498A/323/504/506 IPC at PS Mahila Thana, Distt. Ghaziabad and all the proceedings emanating therefrom.

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 D.D. No.902131 in the sum of Rs. Five Lakh in the name of Ms.Gayatri Bhatia drawn on Nangal Road, UNA (HP) has been handed over to respondent no.2.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 23.01.2023 she has no objection if FIR no.22/2020 dated 14.01.2020 under Section 498A/323/504/506 IPC at PS Mahila Thana, Distt. Ghaziabad and all the proceedings emanating therefrom are quashed.

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

- 1. It is agreed between the parties that since there is no chance of their re-union, they will part their ways by seeking decree of divorce by mutual consent.*
- 2. It is agreed between the parties that first party/husband shall pay an amount of Rs. 25,00,000/- (Rs.Twenty five lakhs only) to the second party/wife by way of demand draft towards full and final settlement of all the claims/maintenance stridhan articles permanent alimony, arising out of the present case and the connected matters mentioned above.*
- 3. It is agreed between the parties that the first party/husband shall give Rs. 25,00,000/- to the second party/wife in five equal installments of Rs. 5 lakhs each by way of DD before the court concerned and the copy of the same shall be sent to the counsel of the wife/second party two days prior of the date in the court ie*



01.09.2022.

4. It is agreed between the parties that the first party/husband shall pay Rs. Five lakhs at the time of withdrawal of present HMA case by way of DD before the court on the next date of hearing.

5. It is agreed between the parties that the first party/husband shall pay Rs. Five lakhs at the time of withdrawal of complaint case mentioned above by way of DD before the court on the next date of hearing i.e. 12.09.2022.

6. It is agreed between the parties that the first party/husband shall give Rs. 5,00,000/- to the second party/wife (before the court) at the time of recording of statements of the parties during the first motion which shall be filed on or before 10.09.2022.

7. It is also agreed between the parties that they will file the second motion petition for mutual divorce subject to allowing of the application of waiver of the cooling period of six months by the concerned court within one month of grant of first motion order and first party shall pay Rs. 5,00,000/- to the second party/wife (before the court) on the date of recording of statement in second motion divorce petition.

8. It is further agreed that both the parties shall file joint petition for quashing of FIR (mentioned above) within one month of grant of decree of divorce and the first party/husband shall pay remaining amount of Rs. 5,00,000/- to the second party/wife before the Hon'ble Allahabad High Court.

9. It is agreed that if any of the parties do not appear personally at the time of quashing of FIR case before the Hon'ble Allahabad High Court, the defaulting party shall pay Rs. Twenty lakhs to the non defaulting party within fifteen days of such default/non appearance.

10. It is further agreed between the parties that both the parties shall cooperate with each other in preparation of petition for divorce by mutual consent and also for quashing of FIR's mentioned above and make themselves personally present before the concerned courts.

11. It is also agreed between the parties that they will not file any civil/criminal case pertaining to their marriage/maintenance of wife/complainant and/or with regard to their respective movable or immovable property/properties, whatsoever subject to fulfillment of



terms and conditions of the present settlement. It is also agreed that if any other civil or criminal matter is pending between the parties against each other of their family members, same shall deemed to have withdrawn in pursuance to present settlement.

12. It is agreed between the parties that the parties will not interfere in the life of each other and will not try to contact the family member of each other after completion of divorce proceedings. It is further agreed between the parties that neither of the party shall make any defamatory statement against each other and their family member in future.

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.22/2020 dated 14.01.2020 under Section 498A/323/504/506 IPC at PS Mahila Thana, Distt. Ghaziabad and all the other proceedings emanating therefrom are quashed.

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

DINESH KUMAR SHARMA, J

SEPTEMBER 18, 2023

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