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

+ **CRL.M.C. 4852/2022**

**BIJENDER SHARMA**

..... Petitioner

Through: Ms.Rita Gupta, Advocate with  
petitioners in person.

versus

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

Through: Mr.Hemant Mehla, APP for the state  
with Mr.Dipanshu Meena, Advocate  
Mr.Amit Khanna, Adv. R-2 with R-2  
in person.

SI Prabhakaran, PS Dabri

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***Date of Decision: 03.05.2023***

**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 seeking quashing of FIR No. 0140/2020 dated 06.03.2020 registered under Sections 498/406/34 IPC at PS Dabri, Dwarka, Delhi. The said FIR was lodged on the statement of respondent No.2/wife against the petitioners herein.
2. Facts in brief are that the marriage between petitioner No. 1/husband and respondent No. 2/complainant - wife was solemnized on 29.04.2018 as per Hindu rites and customs at Delhi. No child was born out of the wedlock. Thereafter owing to temperamental differences both the parties started residing separately since May 2019. Consequently, respondent No. 2/complainant filed a complaint before



CAW Cell, Dwarka, which culminated into the present FIR against the petitioners herein. Chargesheet is stated to have been filed and the matter is pending adjudication before the learned MM, (Mahila Court), Dwarka Courts, Delhi.

3. It has been submitted that the petitioner No.1 had also filed a petition u/s 9, HMA bearing No. 3621/2019 against the respondent No.2 and the said matter was referred to the Counselling Cell Family Courts, Dwarka Courts, New Delhi. Ld. Counsel submits that with the help and intervention of well-wishers and family members the parties amicably settled all their disputes vide settlement deed dated 02.03.2021 on the following terms and conditions:

*“1. The parties have agreed to dissolve their marriage by mutual consent in accordance with the law, as provided under Section 13(B) of the Hindu marriage Act.*

*2. It is agreed between the parties that husband shall pay to wife a sum of Rs.2,00,000/- (Rupees Two Lakh only) along with articles Annexure 'A' as full and final settlement (against istridhan and dowry, maintenance towards past, present and future qua this marriage) in three installments by way of DD/Pay order.*

*3. It is further agreed between the parties that husband will pay Rs.75,000/- (Rupees Seventy Five Thousand only) to the wife at the time of recording the statement of first motion by way of DD/Pay order. The petitioner will also hand over articles as per annexure 'A' to the respondent.*

*4. It is further agreed between the parties that husband will pay Rs.75,000 / - (Rupees Seventy Five Thousand only) to the wife at the time of the recording the statements of second motion by way of DD/Pay order.*

*5. It is further agreed between the parties that the petitioner shall pay Rs.50,000/ (Rupees Fifty Thousand only) to the respondent at the time of quashing of FIR No. 140/2020 under section 498A/406/34 IPC P.S. Dabri in Hon'ble High court of*



*Delhi within 45 days after Second Motion and respondent shall cooperate and sign all the necessary affidavit & do the needful in quashing of FIR.*

*6. It is further agreed between the parties that the first motion petition shall be filed on or before 25.04.2021 and second motion petition shall be filed soon after the completion of the statutory period of the order under section 13-B(1) of HMA.*

*7. There is /are   X   child/children namely   X   from this wedlock, who is/are living with the   X  . It is agreed among the parties that the custody will be with   X  . The   X   will/will not have visitation right.*

*8. It is further agreed between the parties that petitioner/respondent will withdraw the case which is pending court of Sh. Sanjay Garg, Ld. Principal Judge, Family Courts, Dwarka, New Delhi U/s 9 of HMA.*

*9. It is further agreed between the parties that petitioner/respondent will withdraw the case which is pending in the court of \_\_\_\_.*

*10. It is further agreed between the parties that petitioner/respondent will withdraw the case which is pending in the court of \_\_\_\_.*

*11. It is further agreed between the parties that petitioner /respondent will withdraw the case which is pending in the court of \_\_\_\_.*

*12. It is further agreed between the parties that they have understood the terms and conditions of the settlement in vernacular.*

*13. It is further agreed between the parties that they shall remain bound with the aforesaid terms and conditions as mentioned in the settlement.*

*14. All the matter relating to the marriage either civil or criminal are settle and neither the parties nor their relatives shall make any claim against each other in future and will not file any case/complaint against each other at any time of future in any Court of law/Police Station etc.*

*15. The above settlement is with respondent to. all claim of wife past, present and future alimony istridhan, maintenance, pending amount of maintenance, articles, property etc. and*



*neither she nor her relatives shall claim anything from husband or his family members in future.*

*16. It is agreed between the parties that if either of the parties commit breach or default of this mutual settlement after the first motion, if respondent backs out the amount taken at the time of first motion shall be returned to petitioner with 2% interest per month and if petitioner backs out the amount given at the time of first motion shall stand forfeited by the respondent.*

*17. The parties have agreed on each and every terms as recorded in the settlement agreement, after carefully reading over and fully understanding and appreciating the contents, scope and effect thereof, as also the consequence of the breach thereof, payment of the fine/penalty as mentioned above.*

*18. The terms and conditions mentioned in the settlement have been understood in vernacular. The above said settlement is arrived at between the parties out of their own free will, volition and consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (both of law and fact), in any form whatsoever and the parties agreed that the settlement/Agreement has been correctly recorded as per conditions.”*

4. A perusal of clauses 7, 9, 10 & 11 of the above settlement reflects that the same was made following a set format. However, it has been pointed out by the learned counsel that no child is born out of the wedlock.
5. Ld. Counsel further submits that in terms of the above settlement, the parties no longer have any grievance remaining against each other. In terms of settlement, the parties have also been granted divorce by mutual consent vide judgement dated 26.02.2022 of the Ld. Judge, Family Courts, Dwarka, Delhi. Ld. Counsel submits that since parties have settled, no useful purpose would be served in continuing with the present complaint. It has been submitted that the



petitioner has already paid Rs. 1,50,000/- to the respondent No.2/complainant and the remaining Rs. 50,000 is to be paid today.

6. The parties are present in person and have been duly identified by the IO. Respondent No.2/complainant states she has resolved all her disputes with the petitioners without any fear, force or coercion and has no grievance against the petitioners. She states that the parties have already been granted mutual divorce vide judgement dated 26.02.2022. She states that she no longer wishes to pursue the present complaint and has no objection if the same is quashed. Both the parties have stated that they have entered into the settlement voluntarily without any fear, force or coercion. She states that out of the total settled amount of Rs.2,00,000/- she has already received Rs. 1,50,000/- from the petitioner. She states that the remaining amount of Rs. 50,000/- has been handed over to her in court today by way of demand draft bearing DD No. 000027 dated 26.04.2023 drawn on Bank of India, Dwarka Branch in the name of Pinki Sharma.
7. I have considered the submissions. Divorce by mutual consent has already been granted to the parties. The complainant/ respondent No.2 does not wish to pursue the present FIR. The chances of conviction would be bleak and remote, 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. I do not see any reason to reject the compromise. 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.

8. Considering the totality of facts and circumstances of the case and in view of the submissions of respondent no.2/ complainant, the case FIR No. 0140/2020 dated 06.03.2020 registered under Sections 498/406/34 IPC at PS Dabri, Dwarka, Delhi and all proceedings emanating therefrom are quashed.
9. Accordingly, the present petition stands disposed of.

**DINESH KUMAR SHARMA, J**

**MAY 3, 2023**

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