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

+ **CRL.M.C. 4860/2022**

VIKASH SAINI & ORS.

..... Petitioners

Through: Mr. D. K. Pandey and Mr. Rahul
Kumar, Advocates.

versus

STATE GOVT OF NCT OF DELHI & ANR.

..... Respondents

Through: Mr. Digam Singh Dagar, APP for
State and SI Naveen Kumar, PS
Keshav Puram.

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Date of Decision: 11.04.2023.

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 under section 482 Cr.P.C seeking quashing of FIR No.816/2021 registered under section 498A/406/34 IPC at PS Keshav Puram.
2. Briefly stated facts of the case are that the parties got married on 30.11.2020 as per Hindu rites and rituals. There is no child born out of this wedlock. That temperamental differences arose between the parties and they started living separately since 03.02.2021. Thereafter Respondent No.2 filed a complaint on the basis of which the present FIR was lodged.

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3. It is submitted that during the pendency of the cases, the parties have amicably settled the matter among themselves vide settlement deed dated 28.04.2022. The settlement was recorded before the Mediation and Conciliation Center, Narnaul, Haryana with following terms and conditions:

Today in the meeting of Pre-litigation Desk Mediation Centre, Narnaul both parties are present. As per settlement between the parties they decided to dissolve their matrimonial relations. It is agreed that the first party will pay Rs. 4,00,000/- (Rupees Four lakh only) to the second party namely Smt. Ena as permanent alimony and maintenance. It is agreed that a sum of Rs 2,00,000/-(Two Lakh only) will be paid at the time of first motion statement and remaining amount of Rs. 2,00,000/-(Two Lakh only) will be paid at the time of second motion statement before Hon'ble Family Court, Narnaul. It has also been agreed that both parties will file petition u/s 13-B of Hindu Marriage Act before Hon'ble Court within seven days of this settlement. It has been agreed between both the parties that ornaments which will be gifted to each other at the time of marriage will be returned back by both the parties at the time of first motion statement. Both the parties are bound by the settlement. In case of any litigation pending between both the parties the same will be withdrawn by the concerned parties. Hence, the matter is settled.

4. In pursuance to the settlement deed the remaining amount of Rupees Two Lakh out of a total of Rs. Four Lakh has been paid today vide DD No.485426 in the name of Ena Saini drawn on State Bank of India dated 03.02.2023.

5. Decree of divorce has already been granted vide Order dated 10.11.2022.

6. 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

7. 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.

8. In view of the above facts and circumstances the case FIR No.816/2021 registered under section 498A/406/34 IPC at PS Keshav Puram and all the other proceedings emanating there from are quashed.

Present petition stands disposed of.

DINESH KUMAR SHARMA, J

April 11, 2022/AR