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

+ **CRL.M.C. 6670/2023**

HARIHARA RAVI IYER

..... Petitioner

Through: Mr. Nikhil Kapoor and Ms. Shagufa Khan, Advs.

versus

STATE OF NCT OF DELHI AND ANR.

..... Respondents

Through: Mr. Hemant Mehla, APP and Insp. Raman Pratap, PS CWC.
Mr. Viraj Datar, Sr. Adv. with Mr. Arjav Jain, Mr. Saurav Jain, Advs. for R-2.
R-2 through VC.

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Date of Decision: 15.09.2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 24963/2023 (exemption)

Exemption is allowed subject to all just exceptions.

Application stands disposed of.

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1. The present petition has been filed for quashing FIR NO. 161/2014 under Section 498A/406/34 IPC registered at PS CAW Cell, Nanakpura, New Delhi.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married the petitioner on 18.11.2001 in accordance with the Hindu Rites and Ceremonies. A girl child named Aanya Iyer was born from of the said wedlock on 30.11.2004. However, 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. 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 24.11.2018 before Counselling Cell, Saket Court, Delhi. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs 80,00,000/- (Rupees Eighty Lakhs) in full and final settlement of the entire dispute to respondent no. 2/complainant.
4. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 07.05.2019 passed by Learned Principal Judge, Family Court, South, Saket Courts, Delhi.
5. Furthermore, the Learned Counsel for the petitioners submits that since the parties have resolved all their differences amicably, therefore, it would be in the interest of justice to quash FIR NO. 161/2014 under



Section 498A/406/34 IPC registered at PS CAW Cell, Nanakpura, New Delhi, and all the proceedings emanating therefrom.

6. I have gone through the settlement which has been placed on record. The settlement agreement provides for 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 13B of the Hindu Marriage Act, 1955.

2. It is agreed between the parties that husband shall pay to the wife u sum of Rs.80 Lacs (Rupees Eighty Lacs Only) as full & final settlement amount (against istridhan, dowry and maintenance towards past, present and future and rights in all immoveable properties including Flat No. CGU-225, DLF Capital Greens Phase- 11, Moti Nagar, New Delhi, India (qua this marriage) in 2 installments by way of DD/Pay Order of Rs.40 Lacs each.

3. It is further agreed between the parties that the husband will pay a sum of Rs. NIL to the wife at the time of recording of the statement of first motion by way of DD Pay Order.

4. It is further agreed between the parties that the husband will pay a Sum of Rs.40 Lacs (Fourty Lacs Only), to the wife at the time of recording of the statement second motion, by way of DD/Pay Order.

5. It is further agreed between the parties that the first party shall pay Rs.40 Lacs (Fourth Lacs Only), to the second party at the time of quashing of FIR No. 161/2014 U/S 498A/408/34 PC. PS, CAW Nanakpura, the Hon'ble High Court of Delhi within 30 days, after second motion and second party shall co-operative and sign the entire necessary affidavits & do the needful In quashing of the said FIR.



6. *It is further agreed between the parties that the first motion petition shall be filed on or before 1st week of December, 2018 and second motion petition shall be filed in the last week of the January, 2019 to enable the first party to arrange funds for payment to the second party out of the sale of the property i.e. CGU-225, DLF, Capital Greens. Phase-II, Moti Nagar, New Delhi.*

7. *There is child namely Ms. Aanya Iyer from this wedlock, who is living with the second party (mother) who shall have the permanent custody of the child and first party will not have visitation right except to pertaining to grand parents subject to the wishes of the child, on Via-Video Calls.*

8. *It is further agreed between the parties that petitioner/respondent will withdraw the case which is pending in the Court of (I) In the Court of Sh. Narottam Kaushal, Ld. Principal Judge, Family Court, New Delhi. U/s. 9 of HMA Act, Petition Me. 544/2013.*

(2) In the Court of Sh. Narottam Kaushal, Ld. Principal Judge, Family Court, New Delhi, U/s 13 (i) (ia) of HMA Act, Petition No. 1352/2017.

(3) In the Court of Sh. Dharmender Singh, Ld. M.M. Patiala House

Court, New Delhi, Complaint Case No. 15784/2017 filed by the first party against the second party.

(4) In the Court of Sh. Deepak Sehrawat, Ld. CMM, Patiala House Court, Delhi in complaint case No. 0005136/2017 filed by the first party against Smt. Laxmi Venugopal & Ors.

(5) In the Court of Sh. O.P. Saini, Ld. ASJ, Special Judge, Patiala House Court, Delhi, in the Revision Petition filed by the first party against Smt. Laxmi Venugopal & Ors. vide C.R. No. 99/18.

(6) In the Court of Ms. Richa Gosain Solanki, Ld. M.M. Mahila Court, in FIR No. 161/2014, U/s 498A IPC, PS.



CAW Cell, Nanakpura, Delhi lodged by second party against the first party.

9. That, the second party shall arrange the Special Power of attorney executed in the name of first party for transfer of her rights in the property bearing No. Flat No. CGU-225, DLF, Capital Greens, Phase-II, Moti Nagar, New Delhi including other relevant original document of property within 15 days of signing of the settlement. The payment of Rs.80,00,000/- (Rupees Eighty lacs Only) shall be paid in two installments of Rs.40,00,000/- each. The first payment shall be made at the time of recoding the second motion by the first party to the second party and the second payment of Rs. 40,00,000/- shall be paid at the time of quashing of the FIR, before the Hon'ble High Court of Delhi by the first party to the second party. It is agreed between the parties that they have understood the terms and conditions of the settlement in vernacular.

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

11. All the matters related to this marriage either civil or criminal are hereby settled 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 and any time of future in any Court of Law/Police Station etc.

12. The above mentioned settlement is with respect to all claims of the wife past, present and future istridhan, maintenance, pending amount of maintenance, articles, property (moveable and immovable properties) and neither she nor her relatives shall claim anything including any financial demand from the husband or his family members in future for herself or on behalf of child/children.

13. It is agreed between the parties that if either of the parties commits breach or default of this mutually agreed



settlement after the first motion i.e. if wife backs out, the amount Rs 40 Lacs taken at the time of the second motion shall be returned to first party with 2% interest per month and if husband backs out, the amount given at the time of second motion shall stand forfeited By the wife.

14. The parties have agreed on each and every term as recorded in the settlement agreement after carefully reading over and fully understanding and appreciating the contents, scope and effect thereof, and also the consequences of the breach thereof, including payment of the file/ penalty as mentioned above.

15. The terms and conditions mentioned in the settlement have been understood in vernacular. The above said statement, is arrive 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 law and fact) in any form whatsoever and the parties agreed that the Settlement/ Agreement has been correctly recorded as per the agreed terms and conditions.”

7. Respondent No. 2 has joined through VC as she is out of India and her attorney i.e., her father P.V. Venugopal is also present in court and has duly been identified by the IO. The petitioner is also present in court and has duly been identified by the IO. Respondent no. 2 states that she has received Rs 40 lakhs out of the total amount of Rs 80 Lakhs. She further states that she has voluntarily forgone the remaining amount of Rs. 40 Lakhs and will not stake any claim over it. It has been submitted that other terms and conditions of the settlement remain the same.
8. Respondent No. 2 submits that she has entered the settlement voluntarily without any fear, force, or coercion. She submits that other



petitions have been withdrawn/dismissed and/or are to be withdrawn/dismissed on the next date of hearing as agreed between the parties. Since the marriage between the parties has also been dissolved by a decree of divorce by mutual consent order/judgment dated 07.05.2019, she has no objection if FIR NO. 161/2014 under Section 498A/406/34 IPC registered at PS CAW Cell, Nanakpura, New Delhi, and all the proceedings emanating therefrom are quashed.

9. One girl child was born out of wedlock and is a major now. She is residing with her father in Switzerland. It is stated that the mutual settlement deed dated 24.11.2018 arrived between Petitioner and Respondent No. 2 shall not bind the legal rights, title, and interest of the child namely Ms Aanaya Iyer, in any manner. Ms Aanaya shall be at liberty to pursue her legal rights in accordance of law.
10. 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.



11. 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. The parties are held bound by their undertaking contained in their affidavit on record.
12. In view of the above, FIR NO. 161/2014 under Section 498A/406/34 IPC registered at PS CAW Cell, Nanakpura, New Delhi and all the other proceedings emanating therefrom are quashed.
13. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 15, 2023/AR