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

+ **CRL.M.C. 5008/2022**

JAYA VENUGOPAL THROUGH GPA HOLDER PV

VENUGOPAL & ORS.

..... Petitioners

Through: Mr. Viraj Datar, Sr. Adv. with Mr. Arjav Jain, Mr. Saurav Jain, Advs. with all petitioners in person.

versus

STATE & ANR.

..... Respondents

Through: Mr. Digam Singh Dagar, APP and SI Vijay Pal Singh, PS CWC Nanakpura. Mr. Nikhil Kapoor and Ms. Shagufa Khan, Advs. for R-2.

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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.

CRL.M.C. 6670/2023 & CRL.M.A. 24788/2023

1. The present petition has been filed seeking quashing of Complaint Cases bearing No. Complaint Case No. 0005136/2017 and Complaint

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Case No. 15784/2017 which are pending before the LD. ACMM-02, New Delhi District, Patiala House Courts, New Delhi.

2. It has been submitted that the said complaints arose out of a matrimonial dispute which was settled by a settlement deed dated 24.11.2018 before the Counselling Cell, Saket Court, Delhi.
3. It has further been submitted that in terms of the settlement respondent No.2 had to pay Rs. 80 Lakhs out of which Rs. 40 Lakhs have been paid. However, now the petitioner No.1 who is appearing through VC states that she forgoes the remaining amount of Rs. 40 Lakhs and will not stake any claim over it. The attorney of petitioner No. 1 i.e., her father is also present in court and affirms the same.
4. The affidavits of the attorney of petitioner no. 1 and the petitioner no. 2 and 3 are on record. The affidavit of respondent No.2 is also on record.
5. Petitioner No. 1 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 She submits that other petitions have been withdrawn/dismissed and/or are to be withdrawn/dismissed on the next date of hearing as agreed between the parties.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, Respondent No. 2 who is present in court today states that he has no objection if Complaint Cases bearing No. Complaint Case No. 0005136/2017 and Complaint Case No. 15784/2017 which are pending before the LD. ACMM-02, New Delhi District, Patiala House Courts, New Delhi are quashed.



6. The details of other litigations between the parties which are to be withdrawn are as follows:

A. TO BE WITHDRAWN BY THE RESPONDENT NO.2,

1. Complaint Case No. 27/2023:

Harihara Ravi Iyer Vs PV Venugopal & Others

Ms. T. Priyadarshini, Ld. A.C.M.M., South-District, Saket Courts, New Delhi

NDOH: 17.10.2023

2. RCA No. 22/2020

Harihara Ravi Iyer Vs Jaya Venugopal & Other

Ld. Additional District Judge-04, South District, Saket Courts, New Delhi

NDOH 22.08.2023,

3. CS No. 22/2022

Harihara Ravi Iyer Vs Jaya Venugopal & Others

Ms. Shunali Gupta, Ld. Family Judge - 02, Family Court, South District, Saket Courts, New Delhi

NDOH 06.10.2023

B. TO BE WITHDRAWN BY THE PETITIONERS,:

1. Criminal Complainant DD No.: 54B Dated 16.09.2019

P.S. Malviya Nagar:

Filed by Petitioner no.03 against Respondent no.02 and subsequent Police complaint to DCP vide DY No. 2474 dated 08.07.2022.

2.W. P. (Crl) No. 3149/2019

Jaya Venugopal Through GPA Holder PV Venugopal Versus State and Another



High Court of Delhi, New Delhi

NDOH 30.10.2023

3.Cont. Cas. (C) No. 820/2022

*Jaya Venugopal Through GPA Holder PV Venugopal Versus
Harihara Ravi lyer*

High Court of Delhi, New Delhi

NDOH 10.10.2023

7. 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 Complaint Cases bearing No. Complaint Case No. 0005136/2017 and Complaint Case No. 15784/2017 which are pending before the LD. ACMM-02, New Delhi District, Patiala House Courts, New Delhi.
8. I have gone through the settlement deed dated 24.11.2018 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 in 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.”

9. 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. All the parties are held bound by the undertaking given by them contained in the affidavits placed on record.
10. In view of the above, Complaint Cases bearing No. Complaint Case No. 0005136/2017 and Complaint Case No. 15784/2017 which are pending before the LD. ACMM-02, New Delhi District, Patiala House Courts, New Delhi and all proceedings emanating therefrom are quashed.
11. The present petition along with all the pending applications stands disposed of.
12. Next date of hearing i.e., 16.10.2023 stands cancelled.

DINESH KUMAR SHARMA, J

SEPTEMBER 15, 2023/AR