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

+ **CRL.M.C. 5036/2022**

HARI NIWAS & ORS. Petitioners

Through: Mr. Anuj Kumar, Advocate.

versus

STATE (GOVT. OF NCT OF DELHI) & ORS. Respondents

Through: Mr. Raguvender Verma, APP for State.

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Date of Decision: 24.04.2023.

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 filed seeking quashing of FIR No. 1063/2014 dated 30.10.2014 under Sections 498A/406/34 IPC registered at PS Nand Nagri, Delhi. The said FIR was lodged at the instance of respondent No. 2/complainant.

2. Facts, as alleged in the petition, are that the marriage between Petitioner no. 1 and respondent no.2/complainant was solemnized on 26.04.2007 as per Hindu rites and Customs at Delhi. Two children namely Tanisha and Sagar were born out of this wedlock. Thereafter due to some misunderstanding between the parties, a case vide FIR No. 1063/2014 was lodged.

CRL.M.C. 5036/2022

Page 1 of 5

3. It has been submitted that while the proceedings were underway, the parties arrived at a settlement before the Principal Counselor, Family Court, Shahdara Karkardooma Delhi.

4. Both parties are present in court and have duly been identified by the IO. They state that the dispute pertaining to the present case has been settled between the parties out of the Court with the intervention of respectable family members. Respondent no. 2 submits that out of the total amount of Rs.2 Lakhs, she has already received Rs. 1,30,000/- and the remaining amount of Rs.70,000/- has received today in court by way of Demand Draft bearing DD No. 931731 dated 02.03.2023 in the name of Komal drawn from Indian Bank. She submits that since the terms of the settlement have been complied with she has no objection if the present FIR and all the consequent proceedings are quashed. She states that she is making the statement voluntarily against all claims (past, present and future) without any fear, force, undue influence or coercion.

5. I have considered the submissions and perused the settlement agreement. The settlement agreement reads as follows:

“4. It is agreed between the parties that the respondent shall pay lump sum consideration of Rs. 2,00,000/- to the petitioner as full and final settlement (against the child) under the following manner.

a. That respondent Hari Niwas will pay a sum of Rs. 80,000/- (Rupees Eighty Thousand only) in form of demand draft/ cash/ cheque to the petitioner Komal at the time of recording of statement of both the parties before the Hon’ble family courts under the first motion proceedings.

b. That the respondent Hari Niwas shall pay Rs. 50,000/- (Rupees Fifty Thousand Only) to the petitioner Komal at the time of recording of statement of both the parties before the Hon'ble family court under the second motion proceedings as full and final settlement amount in the form of Demand Draft/ Cash/ Cheque etc.

c. That the respondent Hari Niwas will pay Rs. 70,000/- (Rupees Seventy Thousand Only) to the petitioner Komal at the time of quashing of FIR No. 1063/2014 dated 30.10.2014 under Sections 498A/406/34 IPC registered at PS Nand Nagri, Delhi in Hon'ble High court of Delhi and petitioner Komal shall cooperate and sign all necessary affidavit and other require if in quashing of said FIR.

5. It is agreed between the parties that the petitioner Komal will not have any right, title, interest, claim etc. whatsoever over the properties of respondent Hari Niwas after the completion of the present compromise agreement.

6. It is agreed that the petitioner Komal shall not claim any stridhan, maintenance (past, present and future) nor she/he claim any right title or interest in the properties of both movable and immovable of the respondent Hari Niwas.

7. It is agree that both the parties shall withdraw all the cases and complaints filed against each other from the respected Hon'ble courts, police station, and concerned authorities at the time of first motion / before the second motion.

It is agreed between the parties that the husband shall pay to the wife a sum of Rs. 2,000/- (Rupees Two Thousand Only) for the maintenance of the child namely (Tanisha 9 yrs) till the majority of the child through bank account.

8. It is agreed between the parties that the minor child namely Baby Tanisha age 9 yrs., will be under the absolute legal custody of the petitioner (Komal) and the respondent

(Hari Niwas) shall have visitation rights in at mutually agreed time and date.

9. *It is agreed between the parties that in event of default/ or breach of terms of mutually agreed settlement (Komal) shall return the amount received with 2 percent interest per month to the respondent. Similarly if shall stand forfeited by petitioner."*

6. The present dispute arises out of the matrimony, it stands settled between the parties. Accordingly, I am of the view that continuance of FIR No. 63/2014 dated 30.10.2014 under Sections 498A/406/34 IPC registered at PS Nand Nagri, Delhi would serve no useful purpose and may cause prejudice to the petitioners and be an exercise in futility. The chances of conviction would also be bleak and remote, given that the parties do not wish to pursue the present complaint on account of the settlement. I do not see any reason to reject the settlement. Moreover, the parties have already been granted divorce vide decree dated 14.02.2020. This court considers that it is better to put a quietus to matrimonial disputes in view of the settlement arrived at between the parties voluntarily. The Supreme Court and this Court have time and again held that cases arising out of matrimonial disputes 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.

7. It is also pertinent to note that this court has recorded the statement of both parties separately wherein they have stated that settlement agreement

dated 30.03.2019 shall not be binding on the minor children. They shall be at liberty to invoke their rights in accordance with the law.

8. 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 useful purpose will be served in continuing with the trial.

9. In view of the above, FIR No. 63/2014 dated 30.10.2014 under Sections 498A/406/34 IPC registered at PS Nand Nagri, Delhi and all other proceedings emanating therefrom are quashed.

10. The present petition along with pending applications stands disposed of.

DINESH KUMAR SHARMA, J

APRIL 24, 2023/AR

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