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

CRL.M.C. 5198/2022 & CRL.M.A. 9209/2023

RAVI HANDA & ORS.

..... Petitioner

Through: Mr. Adab Haider, Advocate through
V/c.

versus

THE STATE (GOVT. OF NCT OF DELHI) & ANR.

..... Respondent

Through: Mr. Digam Singh Dagar, APP for
State.

Mr. Akaash Verma, Advocate
through V/c.

R-2 in person.

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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. The present petition has been filed under section 482 Cr.P.C for quashing of FIR no. 251/2021 registered under Section 498A/ 406/ 34 at PS- Jagat puri.

2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 29.10.2020 in accordance with the Hindu Rites and Ceremonies. There is no child born out of this wedlock.

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However, on account of temperamental differences and conflict of opinions, the parties started living separately since 08.11.2020 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 an amicable settlement agreement dated 06.10.2021 before the Mediation Centre, Karkardooma, Delhi. As per the settlement it has been agreed between the parties that the petitioner shall pay total amount of Rs. 3,30,000/- out of which 2,30,000 has already been paid. It was agreed between the parties that husband shall pay further remaining amount of Rs. 1,00,000/- which has been paid today by way of cash.

4. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 09.02.2022 passed by Learned Judge- Family Court (Shahdara), Karkardooma 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. 251/2021 registered under Section 498A/ 406/ 34 at PS- Jagat puri and all the proceedings emanating therefrom.

6. It is well-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.

7. Both parties are present in court and have duly been identified by the IO. Respondent no. 2 submits that she has entered the settlement voluntarily without any fear, force or coercion. Since the marriage between the parties has also been dissolved by a decree of divorce by mutual consent order/judgment dated 09.02.2022, she has no objection if FIR no. 251/2021 registered under Section 498A/ 406/ 34 at PS- Jagat and all the proceedings emanating therefrom.

8. The details of other litigations between the parties are as follows:

- (i) FIR No. 0324/2020, PS Jagat Puri U/s 323/341/509/34 IPC, State Vs. Ravi Handa & Ors registered on the complaint Of Ms. Payal Pareja W/O Sh. Sikhar Aggarwal, pending for investigation.
- (ii) NCR No. 0085/2020, PS Jagat Puri,u/s 325/506 IPC lodged by Mrs. Radhika Handa against Ms. Reshma Arora.
- (iii) FIR No. 0251/2020, PS Jagat Puri, u/s 498A/406/506 IPC, State Vs. Ravi Handa & Ors. pending for investigation.

It is submitted that the above mentioned cases have been duly withdrawn in pursuance to the terms of the settlement deed.

9. I have gone through the settlement which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. It is agreed between the parties that they shall get their marriage dissolved by mutual consent in accordance with law as provided under Section 13-B of The Hindu Marriage Act.

2. It is agreed between the parties that husband shall pay a total amount of Rs. 3,30,000/- (Rupees Three Lacs, Thirty Thousand only) to the wife qua her all claims including stridhan, permanent alimony & maintenance (present, past and future) etc. It is further submitted that articles mentioned in admitted list as annexure A has already been given to the wife / complainant on 21.09.2021 in presence of IO ASI Murslin in PS Jagat Puri, Delhi.

3. It is agreed between the parties that husband shall pay Rs. 1,30,000/- (Rupees One Lac, Thirty Thousand only) to the wife by way of cash/DD/RTGS/NEFT before the concerned court at the time of recording of her statement in first motion, which shall be filed by parties in first week of November 2021.

4. It is agreed between the parties that husband shall pay Rs. 1,00,000/- (Rupees One Lac only) to the wife by way of cash/DD/RTGS/NEFT before the concerned court at the time of recording of her second motion, which shall be filed within 30 days of expiry of the statutory period or prior to that on getting the statutory period waived of from the court.

5. It is agreed between the parties that husband shall pay further amount of Rs. 1,00,000/- (Rupees One lac only) to the wife by way of DD before the concerned court at the time of quashing above said FIR No. 0251/2021, u/s 498A/406/34 IPC, PS Jagat Puri titled as “State Vs. Ravi Handa & Ors. Before the Hon’ble Delhi High Court and applicant/husband shall file the quashing petition within one month of final decree of divorce for getting the aforesaid FIR quashed. The complainant/wife shall cooperate with the JD/husband in this regard in terms of the judgment of the Hon’ble Supreme Court titled as “K.Srinivas Rao v D.A.Deepa, CA No.1794/2013 decided on 22.02.2013”, in all possible way in quashing

proceedings by providing the necessary documents, sign affidavit and making the appropriate statement before the Hon'ble High Court of Delhi.

6. *It is agreed between the parties that parties shall withdraw their cases and also withdraw their complaint /litigation/petition if any pending between them, after grant of first motion and before filing the second motion.*

7. *It is further agreed between the parties that after dissolution of their marriage in terms of decree of divorce by mutual consent, they shall not interfere in personal life of each other and shall not indulge in future in any litigation qua their marriage in any manner whatsoever.*

8. *In case of breach/violation/willful/deliberate disobedience, the party breaching the terms shall be liable for contempt proceedings and the party aggrieved shall be entitled for status quo-ante in every possible way.*

9. *The defaulting party would return all the benefits/advantages/ privileges that have ensured in its favour and both the parties would be restored to the position that was before they had arrived at such a settlement agreement.*

10. *The terms have been settled between the parties of their own free will, violation 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 settlement agreement has correctly recorded the said agreed terms."*

10. 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. I consider that no purpose will be served in continuing with the trial.

11. In view of the above, FIR no. 251/2021 registered under Section 498A/ 406/ 34 at PS- Jagat puri and all the other proceedings emanating therefrom are quashed.

12. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

APRIL 11, 2023/AR

