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

+ **CRL.M.C. 5212/2022**

**ANKIT AHUJA & ORS.**

..... Petitioners

Through: Mr. Amit Vohra with Mr.Siddharth  
Khandwal, Advocates with petitioners  
in person.

versus

**STATE & ANR.**

..... Respondents

Through: Mr. Amit Sahni, APP for the State  
with SI Sompal Singh, PS Ranjit  
Nagar.

Ms. Rajni Singh, Adv. with R-2

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*Date of Decision: 04th May, 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 for quashing of FIR No.16/2021 dated 15.01.2021, registered at PS Ranjit Nagar, Delhi, under Sections 498A/406/34 IPC. The said FIR was lodged at the instance of the respondent No. 2/ wife against the petitioners herein.
2. Facts, in brief, are that the marriage between the petitioner No.1 namely Ankit Ahuja and respondent No.2/complainant was

solemnized on 19.01.2020 as per Hindu rites and customs in Delhi. No Child was born out of this wedlock. Thereafter owing to temperamental differences, both the parties are residing separately since 27.09.2019. Subsequently, respondent no.2/complainant lodged a complaint against the petitioners in the Crime Against Women Cell, Delhi and FIR No. 16/2021 dated 15.01.2021, registered at PS Ranjit Nagar, Delhi, under Sections 498A/406/34 IPC against the petitioners.

3. Learned counsel submits that while the proceedings were underway, with the intervention of family members and well-wishers, the matrimonial dispute, and differences between the parties were amicably settled. Attention has been drawn to the Compromise/settlement deed dated 20.11.2021 on the following terms and conditions:

“ i. That the parties herein shall dissolve the marriage in an amicable manner wherein the marriage shall be dissolved by way of mutual divorce which shall be presented in Delhi since the parties to the present MOU last reside together as Husband and Wife in Delhi at A-139, Sudarshan Park, Moti N agar, West Delhi, Delhi-110015.

ii. That with the Intervention of the Hon'ble Delhi High Court, the matter amongst the parties herein was settled for a sum of Rs. 8,50,000/- as is stated in the order dated 11th October, 2021 in the Bail Application No. 885/2021 Titled Rita Ahuia Vs. State and Other Batch Matters arising out of FIR No. 16/2021 registered at P.S. Ranjit Nagar U/s 498A/406/34/377 /IPC.

iii. That the first Party shall pay a sum of Rs. 8,50,000/- as the amount of settlement on account of alimony, maintenance, Including Future Maintenance Etc which shall

be paid in three installments of Rs. 3,00,000/each at the time of grant of first motion and second motion respectively before the Hon'ble Family Court, West District, Tis Hazari. It has been mutually decided that the first motion and second motion shall be presented in the Month of November and last week of January, 2022 respectively so that marriage gets dissolved before 9th February, the date of Bail Hearing of the first party and its relative before the Hon'ble Delhi High Court.

iv. That the second party shall withdraw the case titled as *Dimpy Ahuja Vs. Ankit Ahuja & Others Bearing No. MC 10/2021* on the same day the second motion is granted by the Family Courts West District, The application shall be filed for withdrawal shall be filed well in advance for the day, the second motion is listed in the first week of February.

v. vi. That the remaining amount of Rs. 2,50,000/- shall be paid at the time of quashing of FIR No. 16/2021 registered at P.S. Ranjit Nagar U/s 498A/406/34/377/IPC against the first party and its immediate family members, the second party shall cooperate in getting the same quashed and providing an NOC for the same and appearing before the Hon'ble Delhi High Court. The Petition for quashing of the FIR shall be presented in the last month of February, these intervals in the presenting of the proceedings before the Ld. Family Court and the Hon'ble Delhi High Court has been decided to provide time to the first party to arrange funds.

vi. That it has been agreed amongst the parties herein that both of them shall cooperate in adherence of all the terms and conditions and shall be present before the Hon'ble Court on both the occasions i.e. for the hearing of the First Motion as well as the Second Motion.

vii. That after the execution of the present MOU and adherence of the terms and conditions, there shall be no

future claims of both the parties against each other in any manner.

viii. That the complaints (if any) made by any of the parties to the present MOU before any authority shall be withdrawn or the same shall be treated as null and void in view of the present settlement cum Memorandum of understanding between the parties.

ix. That the parties shall jointly move application for mutual divorce within a period of 5 days from the date of execution of the present MOU cum settlement and shall bear the legal expenses and cost towards the same on individual basis.

x. That if the terms and conditions are not followed in letter and spirit, the second party shall be at liberty to restore its case under domestic violence act to its original position.

xi. That both the parties shall abide by the terms and conditions mentioned in the present Memorandum of Understanding and if any of the parties to the present MOU fails to abide by the same, then the party failing to abide by the same shall bear the consequences at its own costs, risk and peril.”

4. Learned counsel for the petitioner submits that in terms of the settlement the parties filed a petition for divorce by mutual consent, whereby, vide decree of divorce dated 13.05.2022 the learned Principal Judge, Family Courts, West, Tiz Hazari Court Delhi dissolved the marriage between the parties by mutual consent.
5. Learned counsel submits that since the parties have amicably settled all their disputes and have been already granted divorce, thus no useful purpose would be served in continuation of the present FIR and consequent proceedings arising therefrom and seeks quashing of the

same.

6. The petitioners and the respondent No.2/complainant are present in person. Respondent no. 2 submits that she has entered the settlement voluntarily without any fear, force, or coercion. She submits that other litigations between the parties have already been withdrawn or dismissed. She states that the marriage between the parties has also been dissolved by a decree of divorce dated 13.05.2022. She further states that as per the terms of the settlement she has already received an amount of Rs. 6,00,000/- from the petitioners. Remaining sum of Rs.2,50,000/- has been received by way of a Demand Draft bearing No.428463 dated 04.01.2023, revalidated on 03.04.2023 drawn on Punjab National Bank.
7. Respondent No.2/complainant states that she has no objection if the present FIR and all the proceedings emanating therefrom are quashed. An affidavit on her behalf to this effect has also been filed along with the present petition.
8. The parties have been duly identified by the IO.
9. I have considered the submissions.
10. This court considers that it is better to put a quietus to disputes of matrimonial nature wherein the parties have amicably settled all their disputes and no longer wish to pursue the complaint on account of such settlement. In the present case, the dispute between the parties has been settled and continuance of FIR No. 16/2021 would serve no useful purpose and may cause prejudice to the petitioners and be an

exercise in futility. The chances of conviction would be bleak 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 and the settled amount has been paid to the complainant. 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.

11. Considering 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.
12. In view of the above, FIR No. 16/2021 dated 15.01.2021, registered at PS Ranjit Nagar, Delhi, under Sections 498A/406/34 IPC and all other consequent proceedings emanating therefrom are quashed.
13. The present petition along with all the pending applications stands disposed of.

**DINESH KUMAR SHARMA, J**

**MAY 4, 2023/ Pallavi**