

\$~44

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

+ **CRL.M.C. 5518/2022**

ARUN CHOWDERY & ANR.

..... Petitioners

Through: Mr. Manish Srivastava and Mr. Amit Kain, Advs.

versus

THE STATE GOVT OF NCT OF DELHI & ANR. ... Respondents

Through: Mr. Digam Singh Dagar, APP for the State with SI Avaneesh Kumar, PS Jagatpuri.

Mr. Naveen Singh Negi, Adv. with R-2.

%

Date of Decision:: 17th April, 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. 189/2018 dated 18.07.2018 registered under Sections 498-A/406/34, IPC at PS Jagat Puri, East Delhi. The FIR was lodged at the statement of the respondent No.2/wife.
2. Brief facts are that the marriage between the petitioner No.1/husband and respondent No.2/wife was solemnized on 20.12.2013 as per

Hindu rites and rituals. No child was born out of the wedlock. Thereafter due to temperamental differences, the parties started residing separately since April 2015. Subsequently, respondent No.2/wife got registered the present FIR against the petitioners herein. While the proceedings were underway, the parties settled their disputes vide settlement agreement dated 22.03.2021 before the Delhi Mediation Centre, KKD Courts, Delhi on the following terms and conditions:

- “1. It is agreed between the parties that since there is no possibility of reunion due to irreconcilable difference, they shall get their marriage dissolved by mutual consent in accordance with law as provided U/s 13(B) of The Hindu Marriage Act.
2. It is agreed between the parties that husband shall pay a total amount of Rs. 18,00,000/- (Rupees Eighteen Lakh only) to the wife towards full and final settlement qua her all claims including the stridhan, permanent alimony & maintenance (present, past and future) etc.
3. It is agreed between the parties that husband has paid/deposited a sum of Rs. 10,00,000/- (Rupees Ten Lakh only) in the bank account of wife, bearing no. 29010110035689, UCO Bank, Branch Sector 21-C, Faridabad, IFS Code UCBA0002901, today itself and a receipt in this respect is annexed with this settlement as Annexure-A.

4. It is agreed between the parties that husband shall further pay Rs. 3,00,000/- (Rupees Three Lakh only) to the wife by way of demand draft in her name before the concerned court at the time of recording of her statement in first motion petition, which shall be filed by 15th April, 2021.

5. It is agreed between the parties that husband shall make further payment of Rs. 1,00,000/- (Rupees One Lakh only) to the wife by way of demand draft in her name before the concerned court at the time of recording of her statement in second motion, which shall be filed after the expiry of statutory period or prior to that on getting the statutory period waived of from the court.

6. It is agreed between the parties that husband make the payment of remaining amount of Rs. 4,00,000/- (Rupees Four Lakh only) to the wife by way of demand draft in Hon'ble High Court of Delhi at the time of quashing of FIR No. 189/2018 PS Jagat Puri u/S 498A/406/34 IPC. The husband/respondents shall file the quashing petition before the Hon'ble High Court of Delhi within a month of grant of second motion for getting the afore-mentioned FIR quashed, in which, the wife shall cooperate with them in all possible way by providing the necessary documents and making the appropriate statement.

7. It is agreed between the parties that the wife shall withdraw the instant DV petition as well as the execution petition on 26.03.2021. She shall also withdraw the maintenance petition under Section 125 Cr.P.C from the concerned court on the date

fixed i.e. 30.03.2021. The husband shall withdraw his divorce petition from the court on the date fixed 24.03.2021.

8. It is 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 litigate further qua their marriage in any manner whatsoever.

9. 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.

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

11. The terms have been settled between the parties of their own free will, volition 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.

12. Both the parties undertake that they will abide by and be bound by the agreed terms/stipulations of the settlement agreement.”

3. In terms of the agreement, the parties filed for divorce by mutual

consent before the Ld. Judge, Family Courts, Shahdara District, Karkardooma Court, Delhi, whereby vide order dated 07.12.2021 the marriage of the parties was dissolved.

4. It has been submitted that the mother of the petitioner No.1 who was also arrayed as an accused in the present FIR has already expired on 08.10.2020 and death certificate of Smt. Sureshwati has already been placed on record. Ld. Counsel submits that as parties have amicably resolved all their disputes, no useful purpose would be served with continuing with the present FIR and seeks quashing of the same.
5. Petitioners are present in person. Respondent No.2/complainant is unable to connect through VC and has been connected through Whatapp video call. All parties have been duly identified by the IO. Respondent No.2/complainant states that she has resolved all her disputes with the petitioners and has no grievance against the petitioners. She states that she no longer wishes to pursue the present complaint and has no objection if the same is quashed. Both the parties have stated that they have entered into the settlement voluntarily without any fear, force or coercion. She has stated that she has already received the entire settled amount of Rs. 18,00,000/- from the petitioner towards full and final settlement of the entire dispute and no further grievance remains. She has stated that she is making the statement voluntarily against all claims (past, present and future) without any fear, undue influence or coercion.
6. I have considered the submissions. Divorce by mutual consent has already been granted to the parties. The complainant/ respondent No.2

does not wish to pursue the present FIR. The chances of conviction would be bleak and remote, given that the complainant does not wish to pursue the present complaint on account of the amicable settlement. In such circumstances continuance of the present FIR would serve no useful purpose and may cause prejudice to the petitioner and be an exercise in futility. I do not see any reason to reject the compromise. This court considers that it is better to put a quietus to the dispute in matrimonial matters where the wrong is basically private or personal in nature and the parties have amicably resolved their entire dispute. The Supreme Court and this Court have time and again held that cases arising out of matrimonial differences 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. Taking into account the totality of facts and circumstances of the case and the statement of respondent No.2/complainant, the case FIR No. 189/2018 dated 18.07.2018 registered under Sections 498-A/406/34, IPC at PS Jagat Puri, East Delhi and all the proceedings emanating therefrom are quashed.

8. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

APRIL 17, 2023/Pallavi

CRL.M.C. 5518/2022

Page 6 of 6