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

+ **CRL.M.C. 5671/2022**

MOHIT SOLANKI AND ORS

..... Petitioners

Through: Mr. Ashok T., Mr. S. Y. Usmani and
Mr. Pradeep Pathak, Advs.

Ms. Archana Garg, Adv.

versus

THE STATE & ANR.

..... Respondents

Through: Mr. Digam Singh Dagar, APP for the
State with SI Akshay Yadav, PS
Paschim Vihar

Mr. Sahil Upadhayay, Adv. for R-2

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Date of Decision: 29.08.2023

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. 805/2020 registered under Section 498-A/406/354/34 IPC at PS Paschim Vihar (West), New Delhi.



2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 15.01.2020 in accordance with the Hindu Rites and Ceremonies. However, it has been submitted that, on account of temperamental differences and mental incompatibility, the parties started living separately 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 a settlement agreement dated 06.04.2020 before the Delhi High Court Mediation and Conciliation Centre. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs. 27,50,000/- (Rupees Twenty Seven Lakhs Fifty Thousand Only) in full and final settlement of the entire dispute to respondent no. 2/complainant.

4. It has been submitted that pursuant to the settlement, a mutual divorce petition was filed and a decree of divorce was granted vide order dated 30.08.2022 passed by Learned Additional Principal Judge, Family Court, Tis Hazari Courts, New Delhi.

5. The Learned Counsel for the petitioners, therefore, submits that since the parties have resolved all their differences amicably; it would be in the interest of justice to quash FIR no. 805/2020 registered under Section 498-A/406/354/34 IPC at PS Paschim Vihar (West), New Delhi and all the proceedings emanating therefrom.

6. 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. She submits that a DD bearing no.



680048 dated 31.07.2023 for a sum of Rs.3,50,000/- drawn on Indian Bank in the name of Komal was given her in court today. She submits that other petitions have already been withdrawn or dismissed. And since the marriage between the parties has also been dissolved by a decree of divorce by mutual consent order dated 30.08.2022 she has no objection if FIR no. 805/2020 registered under Section 498-A/406/354/34 IPC at PS Paschim Vihar (West), New Delhi and all the proceedings emanating therefrom are quashed.

7. I have gone through the settlement which has been placed on record. The settlement agreement dated 06.04.2022 provides for the following terms and conditions:

1. That both the parties are ready to settled their disputes in a total sum of Rs. 27,50,000/- (Rupees Twenty Seven Lakhs Fifty Thousand Only) in four installments against the entire claim, maintenance, Stridhen, present/past and future alimony of the First Party in the following manners:-

i)The Second Party shall pay Rs. 8,00,000/- (Rupees Eight Lakhs Only) at the time of signing of Settlement Agreement vide cheque No. 722754 dated 0504.2022 drawn on Punjab National Bank, New Delhi, Vijay Enclave, Dwarka Branch.

ii) That the Second Party shall pay Rs. 8,00,000/- (Rupees Eight Lakhs Only) through Demand Draft at the time of recording statement of First Motion..

iii) That the Second Party shall pay Rs. 8,00,000/- (Rupees Eight Lakhs Only) through Demand Draft at the time of recording statement of Second Motion.



iv) That the Second Party shall pay remaining final amount of Rs. 3,50,000/- (Rupees Three Lakhs Fifty Thousand Only) through Demand Draft at the time of quashing of FIR bearing No. 805/20 dated 05.11.2020.

2. The First Motion shall be filed within four weeks of realization of cheque bearing No. 722754 dated 05.04.2022 drawn on Punjab National Bank, New Delhi, Vijay Enclave, Dwarka Branch amounting to Rs. 8,00,000/- (Rupees Eight Lakhs Only) The Second Party further undertakes that the abovementioned cheque will be honoured on its presentation. Further the cheque has been handed over by the Second Party to the First Party,

3. First Party and the Second Party shall file a joint application for waiving of statutory period of six months within 15 days from the date of the filing of joint petition under Section 13-B(1) of the Hindu Marriage Act in terms of the judgment of Hon'ble Supreme Court in case of AMARJEET SINGH VS HARLEEN KAUR and file/cause second motion under Section 13-B(2) of the Hindu Marriage Act for dissolution of their marriage.

4. Should the Judge, Family Court, not waive the statutory period of six months, the First Party and the Second Party shall jointly make a motion under Section 13-B (2) of the Hindu Marriage Act (Second Motion) within 7 days from the expiration of the statutory period of six months before the concerned Family Court, in case the waiving of statutory period of six months is not granted by the Family Court.

5. That the quashing of FIR bearing o. 805/20 dated 05.11.2020 under Section 498A/406/354/34 IPC registered at PS Paschim Vihar shall be filed within one month of Second Motion.



6. It is also agreed between the parties that they shall withdraw their case before Second Motion and they will co-operate with each other for withdrawal of cases and quashing of FIR

7. All petitions shall be withdrawn by respective parties.

8. That the First Party, agrees and undertakes that she shall have no claim for past, present and for future maintenance, stridhan, permanent or temporary alimony against the Second Party and/or his family members subject to the fulfillment of all the terms of this Settlement Agreement. The Parties agree not to assert any such claims or causes of action against each other and/or their family members in the future.

9. That the Parties have thus agreed to withdraw any other legal proceedings, if any, filed by them against each other, in any court of law, subject to the fulfillment of the terms and conditions of the present Settlement Agreement.

10. That both the Parties agree and undertake that they shall have no claim or right qua any immovable or movable property of each other or their family members, whether self-acquired, HUF or ancestral, under any circumstances now or in future, subject to fulfillment of terms and conditions of the present Agreement.

11. That the Parties agree that they will not interfere in each other's life and do not have any grievance against each other. In view of the same, they have further undertaken that they shall not level any allegations against each other or each other's family members or cause not to act in a manner so as to harm the reputation and image of each other, in the family or at their work place or in the society at large.



12. That both the parties agree to delete/dispose off from their possession including electronic gadgets, e-space pictures, audio/video recordings or any other personal items. The Parties also agree that both of them shall not misuse the same in future against each other for any known/unknown purpose or object.

13. The Parties agree and undertake and assure that they have not filed nor shall file any claim against each other or each other's relatives, themselves or through their relatives, agents, servants or assignees, subject to fulfillment of terms and conditions of the present Agreement.

14. In case First party commits breach of any of the terms of this settlement agreement or withdraws from or fails, for any reason whatsoever, to perform her obligation under this settlement agreement, the First party shall be liable to return double the amount received by the First Party from the Second Party out of the settlement amount. In case the Second Party commits breach of any of the terms of this settlement agreement or withdraws from or fails, for any reason whatsoever, to perform his obligation under this settlement agreement, the Second Party shall be liable to forfeiture of the amount paid by the Second Party to First party out of the settlement amount. The First Party and the Second party agree and understand that in the event of either party reneging from the settlement agreement it would constitute matrimonial offence of cruelty qua the other and the parties shall also be entitled to reopen all the litigations civil and criminal mentioned above

15. That the Parties have executed this Agreement without perpetration of any force, undue influence or coercion from any quarter, and the Parties shall be stopped in law to assail the



validity of any clause / term of the Agreement on the ground of the same being void or unlawful.

16. The Parties agree and undertake that they have entered into the present Settlement Agreement on their own free will and will abide by the terms and conditions of the present Settlement Agreement.

17. The parties agree that they shall appear before the Hon'ble Court during the virtual hearing to make their statements in terms of the present settlement agreement.

8. It is 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.

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.



10. In view of the above, FIR no. 805/2020 registered under Section 498-A/406/354/34 IPC at PS Paschim Vihar (West), New Delhi and all the other proceedings emanating therefrom are quashed.

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

DINESH KUMAR SHARMA, J

AUGUST 29, 2023

Pallavi