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

+ **CRL.M.C. 5707/2022**

SUMIT GUPTA & ORS.

..... Petitioner

Through: Mr. Ankit along with Mr. Brij Kumar,
Advts.

Versus

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

..... Respondent

Through: Mr. Amit Sahni, APP for the State.

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Date of Decision: 05.04.2023

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 case FIR No. 122/2013 dated 29.03.2013 registered at PS Jyoti Nagar under Sections 498A/406/34 IPC and Section 4 of The Dowry Prohibition Act, 1961. The said FIR was lodged at the complaint of the respondent No. 2/wife against the petitioners herein.

2. Facts in brief are that the marriage between Petitioner no. 1 and respondent no. 2/complainant was solemnized on 24.06.2011 as per Hindu rites and customs. One child namely Vanshika Gupta was born out of this wedlock. Thereafter owing to temperamental differences both the parties started residing separately since 20.02.2012. Consequently, respondent no. 2/complainant lodged a complaint with the CAW Cell, basis which the

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present FIR No. 122/2013 came to be registered against the Petitioners herein. Chargesheet has been filed and the matter is pending adjudication before the learned MM, Karkardooma Courts, Delhi. Charges have been framed vide order dated 29.06.2017 against the petitioner No.1/husband for offences under sections 498A/34/406 IPC and against the parents in law of the complainant i.e. petitioner Nos. 2 and 3 for the offences under section 498A/34 IPC.

3. It has been submitted that while the proceedings were underway, with the intervention of family members and well-wishers, the parties amicably settled all their disputes before the Delhi Mediation Centre, Karkardooma Courts vide MoU dated 08.03.2022 on 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 to the wife a total sum of Rs.11,00,000/- (Rupees eleven Lakhs only) in lump sum as her all claims including stridhan, permanent alimony & maintenance (present, past and future) etc. in three (3) installments, which shall be as follows:

i) First installment of Rs.7,00,000/- (Rupees Seven Lakhs only) shall be paid at the time of recording of the joint statement of the parties in first motion petition for divorce by mutual consent, which shall be filed within a week from the date of this order/settlement. Out of the said sum of Rs.7,00,000/- (Rupees Seven Lakhs only), the DH shall get a sum of Rs.4,50,000/- (Rupees Four Thousand Fifty Thousand) fixed in the shape of an FDR, in the name of the minor child Vanshika Gupta in any nationalized bank/ post office for a period, till the minor attains the age of majority and nominee in the said FDR will be the DH/ Sonia Gupta.

ii) Second installment of Rs.2,00,000/- (Rupees Two Lakhs only) shall be paid at the time of recording of statement of the parties in second motion petition for divorce by mutual consent,



which shall be filed within the statutory period or prior to that on getting the statutory period waived of from the court.

iii) Third and final installment of Rs.2,00,000/- (Rupees Two Lakhs only) shall be paid at the time of quashing of FIR No.122/2013, P.S. Jyoti Nagar, U/Sec. 498-A/406/34 IPC, State (complainant - Sonia Gupta) vs. Sumit Gupta &Ors. before the Hon'ble High Court of Delhi at New Delhi.

3. It is further agreed between the parties that the wife shall produce the said FDR in the name of minor child Vanshika Gupta before the Hon'ble High Court of Delhi in the quashing proceedings.

4. It is agreed between the parties that the present settlement is between the husband and wife. The child Vanshika Gupta would be free to have recourse to the provisions of law for seeking appropriate relief from the court in relation to the aspect of maintenance, education and upbringing in terms of the pronouncement of the judgment by Hon'ble High Court in case titled as "Rakesh Jain &Ors. V/s. Sarita Gupta, Cr. Misc. No. 2935/2019".

5. It is agreed between the parties that all the settled amount, shall be paid by the husband to the wife by way of demand draft/RTGS/NEFT etc. before the concerned courts.

6. It is further settled between the parties that the custody of the minor child Vanshika Gupta shall remain with the mother/wife/ Ms. Sonia Gupta and the father/ husband Sh. Sumit Gupta shall have no visitation rights.

7. It is also agreed between the parties that both the parties shall withdraw their respective cases filed against each other, before filing of quashing petition in the Hon'ble High Court of Delhi, New Delhi.

8. 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 litigate further qua their marriage and any claim in immoveable/moveable property in any manner whatsoever.

9. 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.



10. *Both the parties undertake that they will abide by and be bound by the agreed terms/stipulations of the settlement agreement and contents of which have been read over and explained to them in vernacular.*”
4. It has been submitted that in terms of the settlement agreement the parties filed a divorce petition by way of mutual consent, whereby, vide order dated 04.06.2022 the Ld. Judge Family Courts, Karkardooma Courts, Delhi passed the decree of divorce dissolving the marriage of the parties.
5. Learned counsel submits that the parties have amicably resolved all the disputes between them and thus no useful purpose will be served by continuing with the present complaint. The parties are present before this court in person and have been duly identified by the IO. Respondent No.2/wife has stated that she was married to the petitioner No. 1 namely Sumit Gupta on 24.06.2011. She has stated that one child namely Vanshika Gupta was born out of the wedlock. she has stated that owing to temperamental differences they started residing separately since 20.02.2012. She has stated that however now she has amicably settled all the disputes with the petitioners vide MoU dated 08.03.2022 and wants to put a quietus to the same. She has stated that as per the settlement agreement the petitioner No.1 had to pay her a total amount of Rs. 11,00,000/- of which she has already received Rs.9,00,000/- and the remaining amount of Rs. 2,00,000/- has been handed over to her today by way of demand draft bearing DD No. 508746 dated 04.04.2023 drawn on ICICI Bank, Barakhamba Road in favour of Sonia Gupta. She has stated that now she has received the entire settled amount. She has stated that she has entered into the settlement out of her own free will, without any fear, force or coercion.



She states that the marriage has also been dissolved by a decree of divorce vide order dated 04.06.2022. She has stated that she has no more grievance against the petitioner and has no objection if the present FIR and all consequent proceedings emanating therefrom are quashed. It has also been submitted by both the parties that the rights and interests of the child namely Vanshika Gupta shall not be affected by the settlement arrived at between the parties. As per the settlement it has been agreed between the parties that the settlement is only with respect to the parties and the child Vanshika would be free to have recourse to the provisions of law for seeking appropriate relief from the court in relation to the aspect of maintenance, education and upbringing.

6. Since, it was a dispute arising out of a matrimony and the parties have entered into a settlement at their own free will, I consider that there would be no useful purpose of continuing with the present proceedings as the chances of conviction would be remote/bleak. 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. Considering the totality of facts and circumstances of the case and in view of the submissions of respondent no.2/complainant, the case FIR No. 122/2013 dated 29.03.2013 registered at PS Jyoti Nagar under Sections 498A/406/34 IPC and Section 4 of The Dowry Prohibition



Act, 1961 at PS Paschim Vihar, West, Delhi and all criminal proceedings emanating therefrom are quashed.

8. It is pertinent to mention that the child born out of the wedlock namely Vanshika Gupta will be free to pursue her legal rights in accordance with the law. The parties have entered into a settlement only with regard to their rights and titles. The rights, titles and interests of the child to pursue her legal remedies as per law is left open.
9. Accordingly, the present petition stands disposed of.

DINESH KUMAR SHARMA, J

APRIL 5, 2023..



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