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

+ **CRL.M.C. 5833/2022**

RAHUL SANGWAN & ORS.

..... Petitioner

Through: Ms. Sonali. K., Adv.

versus

NCT OF DELHI AND ANR.

... Respondent

Through: V. Jayaraman, Adv. for R2.

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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

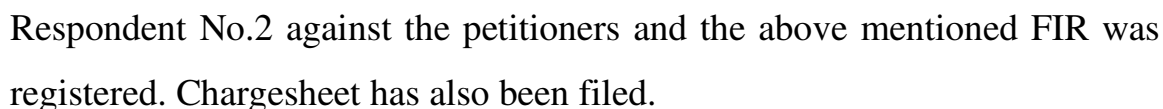
DINESH KUMAR SHARMA, J. (Oral)

1. This is a petition filed under section 482 CrPC for quashing of FIR No.280/2018 registered under sections 498A/406/354/24 IPC at PS Palam Village.

2. Briefly stated facts of the case are that the parties got married on 10.12.2016 at Delhi as per Hindu rites and ceremonies. That after marriage some temperamental differences cropped up between the Petitioner/husband and Respondent No.2/wife and the parties started living separately since 11.01.2018. Owing to the indifferences that arose, a complaint was filed by

CRL.M.C. 5833/2022

Page 1 of 5



3. It is submitted that the parties thereafter have settled the matter amicably between themselves vide settlement deed dated 25.02.2022. the terms of the settlement agreement are as follows :

“1. The parties have agreed to dissolve their marriage by mutual consent in accordance with the 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 sum of Rs. 16,50,000/- as full & final
settlement(XXX
XX) in 3 installments by
way of DD/pay Order. (Sixteen lakh Fifty Thousand Only).*

3. It is further agreed between the parties that the husband will pay Rs. 5,50,000/- to the wife at the time of recording of the statement of first motion by way of DD/ Pay Order.(Five Lakh fifty Thousand Only)

4. It is further agreed between the parties that the husband will pay Rs. 5,50,000/- to the wife at the time of recording of the statement of Second motion by way of DDI Pay Order. (Five lakh fifty Thousand Only)

5. It is future agreed between the parties that the Petitioner shall pay Rs. 5,50,000/- (Five lakh fifty Thousand Only) to the Respondent at the time of quashing of FIR No.280/2018 VIS 496/406/34 !PC P.S. Palam Village in Hon'ble High Court of Delhi within One Month after Second Motion and Respondent shall cooperate and sign all the necessary affidavit & do the needful in quashing of said FIR.

6. It is future agreed between the parties that the First Motion petition shall be filed on or before next date of Hearing i.e. 15/3/2022 and second motion petition shall be filed soon after the completion of the statutory period of the order U/s 13 B (1) of HMA.



7. There is/are NO child namely from this wedlock, who is/are living with the It is agreed among the parties that the custody will be with Thewill/will not have visitation right.

8. It is future agreed between the parties that petitioner/respondent will withdraw the case which is pending in the Court of Shri Sanjay Garg U/s 13 (a) (1) & u/s 125 CRPC at the time of First motion. D V & Execution to be withdrawn on next date of hearing after First Motion & before Second motion.

9. It is future agreed between the parties that they have understood the terms and conditions of the settlement in vernacular.

10. It is future agreed between the parties that they shall remain bound with the aforesaid terms and conditions as mentioned in the settlement.

11. All the matters relating to this marriage either civil or criminal are settled and neither the parties nor their relatives shall make any claim against each other in future and will not file any case/complaint against each other at any time of future in any Court of law/police station etc.

12. The above settlement is with respect to all claims of wife past present and future alimony, stridhan, maintenance, pending amount of maintenance, articles, property etc. and neither she nor her relatives shall claim anything from husband or his family members in future for herself

(xxxxxxxxxxxx).

13. It is agreed between the parties that if either of the parties commits breach or default of this mutually agreed settlement after the first motion if Respondent seeks out the amount taken at the time of first motion shall be returned to Petitioner with 3% interest per month and if Petitioner backs out the amount given at the time of first motion shall stand forfeited by the Respondent.

14. The parties have agreed on each and every terms as recorded in the settlement agreement, after carefully reading over and fully understanding and appreciating the contents, scope, effect thereof as also the consequences of the breach thereof including payment of fine/penalty as mentioned above.



15. The terms and conditions mentioned in the settlement have been understood in vernacular. The above said settlement is arrived at between the parties out 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 parties agreed that the Settlement/Agreement has been correctly recorded as per the agreed terms and conditions.”

4. It is submitted that decree of divorce has been granted vide order dated 26.09.2022 and the marriage was successfully dissolved. There is no child born out of this wedlock. The matter has been amicably settled and therefore the petition maybe allowed and the said proceedings maybe quashed.

5. In compliance to the terms of the settlement agreement a total of Rs.16,50,000/- (Sixteen Lakhs Fifty Thousand/-) were to be paid by the petitioner to Respondent No.2. The remaining amount of Rs.5,50,000/- has been paid today by way of DD No. 567440 in the name of Garima drawn on State Bank of India.

6. It has repeatedly been held by the Apex Court that in the matrimonial disputes, if the parties have settled the matter between themselves amicably, it is the duty of Courts to encourage the same. Reliance can be placed on B.S. Joshi v. State of Haryana, (2003) 4 SCC 675; Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another; 2019 SCC OnLine Del 8179.

7. I consider that there would be no purpose of continuing with the trial as the parties have entered into the settlement voluntarily without any fear, force and coercion, and have decided to give quietus to the proceedings. It was a matrimonial dispute which has been amicably settled and thus the parties must be given a chance to live together peacefully.



8. In view of the submissions made above, the case FIR No.280/2018 registered under sections 498A/406/354/24 IPC at PS Palam Village and consequent proceedings arising therefrom are quashed.

9. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

APRIL 5, 2023
AT..

