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

+ **CRL.M.C. 5906/2022, CRL.M.A. 23172/2022**

PAWAN KUMAR AND ANR

..... Petitioners

Through: Mr. Deep Chand Akarniya, Adv. with
Petitioners in person.

versus

STATE AND ANR & ANR.

..... Respondents

Through: Mr. Amit Sahni, APP and SI Dinesh,
PS Nangloi, Delhi.
Respondent in person.

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Date of Decision: 17.08.2023.

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 under section 482 Cr.P.C. seeking quashing of case FIR No. 256/2016 dated 27.05.2016 registered under sections 498A/406/34 IPC at PS Nangloi and the subsequent proceedings emanating therefrom. The said FIR was lodged on the complaint of the respondent No. 2/ wife.
2. Facts in brief are that the marriage between the petitioner No.1/husband and respondent No. 2/wife was solemnized on 05.12.2014 as per Hindu Rites and Customs. No child was born out of the wedlock. Thereafter, owing to temperamental differences the

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parties started residing separately since 02.09.2015. Subsequently, respondent No. 2 lodged a complaint before the CAW Cell which culminated into the present FIR against the petitioners herein. Chargesheet is stated to have been filed and the matter is pending adjudication before the Ld. MM, THC, Delhi.

3. It has been submitted that while the proceedings were underway, the parties were referred to the Counselling Cell, Family Courts, whereby, the parties amicably and voluntarily settled all their disputes on 15.10.2018 on the following terms and conditions:

“1 The parties have agreed to dissolve their marriage by mutual consent in accordance with law provided U/s 13B of the Hindu Marriage Act.

2 It is agreed between the parties that husband shall give to the wife two Gold rings as full & final settlement against stridhan, dowry and maintenance (past present and future) qua this marriage....

3 It is further agreed between the parties that the husband will give Two gold rings to the wife at the time of recording of the statement of first motion by way of DD/Pay Order.

4. It is further agreed between the parties that husband will pay Rs. NIL to the wife at the time of recording of statement of 2nd motion by way of DD/Pay Order.

5. It is further agreed between the parties that the Respondent shall pay NIL to the Petitioner at the time of quashing of FIR No. 256/16 U/s 498(A), 406, 34 P.S. Nangloi in Hon'ble High Court of Delhi within two months after 2nd motion and Petitioner shall cooperate and sign all the necessary affidavit & do the needful; in quashing of said FIR.



6. *It is further agreed between the parties that the 1st motion petition shall be filed on or before 29th October 2018 and 2nd motion shall be filed soon after the completion of the statutory period of the order u/s 13B (1) of HMA.*

7.

8. *It is further agreed between the parties that petitioner/respondent will withdraw the case which pending in the court of Ms. Reema Singh Nag, Ld. Addl. Principal Judge, Family Court (West), THC. Case – 125 CrPC, Execution. Other cases – 498A/406/34 IPC FIR Quashing.*

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

10. *It is further agreed between the parties that they shall remain bound with the aforesaid terms and conditions and 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 and any time of future in all 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 or herself or on her behalf of child/children.*

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 Nil back out the amount taken at the time of the first motion shall be returned to NIL with 2% interest and if Nil backs out the amount given at the time of first motion shall stands forfeited by the*

_____.



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 and effect thereof, as also the consequences of the breach thereof, including payment of the 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, consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (both law and fact) in any form whatsoever and the parties agreed that the settlement agreement has correctly recorded and the said agreed terms and conditions.”

4. Ld. Counsel submits that in terms of the above settlement the parties have already been granted divorce by mutual consent by the Ld. Principal Judge, Family Courts, THC Courts, Delhi, vide judgement dated 13.03.2019. As per the settlement, the petitioner has already given the articles i.e. 2 gold rings to the respondent No. 2 towards full and final settlement. Ld. Counsel submits that the parties have voluntarily settled the matter without any monetary consideration. Ld. Counsel further submits that the other pending litigations between the parties such as the complaint case under DV Act and the petition under section 125 Cr.P.C. have also been withdrawn. It has been submitted that the present FIR stems from a matrimonial dispute



which stands amicable settled and therefore no useful purpose would be served if the present complaint is kept pending.

5. The parties are present in person and have been duly identified by the IO. Respondent No. 2 states that she was married to the petitioner No.1 on 05.12.2014 and no child was born out of the wedlock. She states that the parties have already been granted divorce by mutual consent vide judgement dated 13.03.2019. She states that she has voluntarily settled the matter with the petitioners vide Settlement Agreement dated 15.10.2018 without any fear, force or coercion and has no objection if the present FIR and all consequent proceedings arising therefrom are quashed. An affidavit of no objection has also been filed on behalf of her along with the present petition. She further states that in terms of the settlement the petitioner No.1 has already given her the articles i.e. Two Gold rings and that no further monetary exchange is to take place. She states that she has no remaining grievance against the petitioners and no longer wishes to pursue the present complaint.
6. I have considered the submissions. The parties have already been granted divorce vide judgement dated 13.03.2019 and have amicably and voluntarily settled all their disputes vide Settlement Agreement dated 15.10.2018. Respondent No. 2 has stated that she no longer



wishes to pursue the present FIR. The chances of conviction would be bleak 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 settlement. 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. Considering the totality of the facts and circumstances of the case and in view of the submissions of the respondent no.2, the case FIR No. 256/2016 dated 27.05.2016 registered under sections 498A/406/34 IPC at PS Nangloi and all subsequent proceedings arising therefrom are quashed.



8. Accordingly, the present petition stands disposed of.

DINESH KUMAR SHARMA, J

AUGUST 17, 2023/AR