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

+ CRL.M.C. 5960/2022, CRL.M.A. 23385/2022

DIVAY BAHL

..... Petitioner

Through: Ms. Neeta Bahl, Adv.

versus

STATE (NCT OF DELHI) AND ANR. & ORS. Respondents

Through: Mr. Hemant Mehla, APP for the State
with SI Preeti, PS Timarpur.

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Date of Decision: 17th July, 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 under Section 482 Cr. PC seeking quashing of case FIR No. 20/2010 registered at PS Timarpur under Sections 498A/406 IPC.
2. Briefly stated facts of the case are that the marriage between the Petitioner/Husband and Respondent no.2/Wife was solemnized on 23.04.2006 according to Hindu rites and ceremonies. However, certain temperamental differences and disputes arose due to which the



parties started living separately since 01.06.2009. Thereafter, the present FIR was lodged on the statement of Respondent No.2. There is no child born out of this wedlock.

3. Learned Counsel for the Petitioner submits that during the course of proceedings the parties have amicably settled the matter among themselves vide Compromise Deed dated 01.05.2014.
4. The Compromise deed dated 01.05.2014 contains the following terms and conditions:

- i). That the jewellery articles belonging to both the parties have been deposited in the Locker of Punjab National Bank, Delhi, Punjabi Bagh, New Delhi. The jewellery articles have been deposited in two boxes with name of each party mentioned on each box belonging to the respective party. It is agreed that both the parties will jointly operate the locker in the morning when the second motion is fixed in the noon. After taking the boxes out of the locker the two boxes will be carried by both the parties in the same car from the bank to the court, with one person accompanying each party. The car will be driven by either party of the accompanist/party. From the bank the parties will straight away reach court without leaving the company of each other. Both the parties will keep their boxes with them and exchange the same before Hon'ble Judge immediately before the signing of the IInd Motion. The diamond ring (Kalichari) will also be handed over by the second party to the first party at this time.



ii) That both the parties further agreed that first party will hand over the agreed items of istridhan /dowry articles as per list to the second party on the day of IInd motion. The second party will make its own arrangement to collect these articles from the location given by the first party, on the day of second motion. The list of articles is annexed with this compromise deed/agreement.

iii) That the second party has agreed to withdraw her cases filed against the first party. The first party has also agreed to co-operate the second party in getting the mutual divorce in the HMA Case No.1514/14. That both the parties will file a joint application for quashing of FIR No.20/10 before the Hon'ble High Court of Delhi. The application for this will be prepared and finalized on the same day of signing of second motion and will be filed jointly by the parties within 2 days of getting the certified copy of the decree of divorce.

iv) That it has been decided that the second party will withdraw the complaint case under section 12 of the Protection of Women from Domestic Violence Act filed against the First Party.

v. That after amicably settlement of the dispute, the second party has agreed that she shall not claim any further claim in future from the first party as maintenance or on any other



amount and nor shall have any claim on any moveable or immovable assets of either first party or his family members.

vi) That it has been decided that any of the parties, their relatives or any one on their behalf shall never initiate any legal proceedings against each other in any court of law and they also undertake to withdraw all proceedings pending against each other whether in the knowledge of the opposite party or not.

vii) That the second party shall co-operate and make statements in favour of the first party in the court and shall not oppose the petition for quashing the FIRs after getting mutual divorce.

Viii) That it has been decided that any one of the parties, their relatives or any one on their behalf shall never initiate any legal proceedings against each other in any court of law in respect of any claim arising out of their matrimonial affair nor the second party shall claim any maintenance hereinafter or istridhan from the first party or his family members.

ix) That all the parties and their representatives undertake to abide by all the terms and conditions of this Compromise Deed/ Agreement.

x) That both the parties have agreed for this compromise with their free will and consent and without any undue influence,



pressure, threat, force or fraud and only because of the fact that their marriage is irretrievably broken down and they want to avoid litigation.

5. Respondent No.2 is present and states that she has entered into the settlement voluntarily at her own free will without any fear, force or coercion.
6. IO has duly identified the parties.
7. 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.
8. 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.
9. In view of the submissions made above, the case FIR No. 20/2010 registered at PS Timarpur under Sections 498A/406 IPC and all the consequent proceedings arising therefrom are quashed.
10. The present petition stands disposed of.



DINESH KUMAR SHARMA, J

JULY 17, 2023

Pallavi

