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

+ **CRL.M.C. 6129/2022**

ANUJ MISHRA & ORS.

..... Petitioner

Through: Mr.Mohd. Shamikh and Mr.Absar
Ahmad, Advts. with petitioners in
person.

versus

STATE OF DELHI & ANR.

..... Respondent

Through: Mr.Digam Singh Dagar, APP for the
State.
SI Tarun, PS Sonia Vihar
Respondent no.2 in person.

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Date of Decision: 11.07.2023

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.P.C seeking quashing of FIR No.139/2018 dated 11.07.2018 registered under sections 498A/406/34 IPC at PS Sonia Vihar and the proceedings arising therefrom.
2. Briefly stated facts of the case are that the parties got married on 28.04.2017 according to Hindu rites and ceremonies. However, temperamental differences arose between the parties. Thereafter the

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present FIR was lodged on the statement of Respondent no.2/wife. There is no child born out of this wedlock.

3. Learned counsel submits that during the pendency of the litigation the matter between the parties was settled in Counselling Cell, Family Courts, Karkardooma Courts on 16.02.2022.
4. The Settlement deed dated 16.02.2022 contains the following terms and conditions:

“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. 1,75,000/- (One Lacs Seventy Thousand) as full & final settlement (against istridhan and dowry, maintenance towards past, present and future qua this marriage) In Four(4) installments by way of DD/pay order.

3. It is further agreed between the parties that the husband will pay Rs. 50,000/- (Fifty Thousand) 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. 50,000/- (Fifty Thousand) to the wife at the time of recording of statement of second motion by the way of DD/pay Order.

5. It is further agreed between the parties that the Respondent/JD shall pay Rs. 50,000/-(Fifty Thousand) to the Petitioner at the time of quashing of FIR No. 0139/2018 U/S 498A/406/34 PS Sonia Vihar in the Hon 'ble High Court of Delhi within 30days after second 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 first motion petition shall be filed on or before 25/3/22 and the second motion petition shall be filed soon after the completion of the statutory period of the order U/S 13B (1) of HMA.



7. There is/are _____ Child/children namely _____ from this wedlock, who is/are living with the _____. It is agreed among the parties that the custody, will be with _____. The _____ will/will not have visitation rights.

8. It is further agreed between the parties that the petitioner will withdraw the case which is pending in the court of Sh. Brijesh Kr. Garg, Ld. Judge Family Courts Distt, North East, Karkardooma Court on 24/2/22 and respondent/JD shall pay Rs. 25,000/- (Twenty Five Thousand) to the Petitioner.

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 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 istridhan, 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 or on 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 petitioner backs out the amount taken at the time of first motion shall be returned to Respondent/JD with 2% interest per month and if Respondent backs out the amount



given at time of first motion shall stands forfeited by the Petitioner.

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 file/penalty as mentioned above.”

5. It is submitted that as per the settlement the petitioner had to pay a total sum of Rs.1,75,000/- (One Lac Seventy-Five Thousand) to Respondent No.2. The petitioner has already paid Rs.1,25,000/- (One Lac Twenty-Five Thousand), the remaining amount of Rs.50,000/- has been paid in cash today to the Respondent No.2.
6. Respondent No.2/wife is present in person and states that she has entered into the settlement voluntarily out of her own free will without any fear, force or coercion.
7. IO has duly identified the parties.
8. It has repeatedly been held by Hon’ble the Supreme court and this court that the courts should encourage the settlement in matrimonial disputes. If the parties have reached on a mutual settlement, the same should accepted if it has been arrived voluntarily without any fear, force or coercion.
9. This court considers that the parties have entered into an amicable settlement at their own free will, without any fear, force or coercion and they should be given an opportunity to lead their lives peacefully.



There would be no purpose of continuing with the trial. It was a matrimonial dispute which has been amicably settled.

10. In view of the submissions, the case FIR No.139/2018 dated 11.07.2018 registered under sections 498A/406/34 IPC at PS Sonia Vihar and all the proceedings emanating therefrom are quashed.
11. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

JULY 11, 2023

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