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

+ CRL.M.C. 6468/2022,CRL.M.A. 25195/2022

MANJEET PATWA

..... Petitioner

Through: Mr.Vaibhav Shah, Advocate with
petitioner in person.

Versus

STATE & ANR.

.....Respondents

Through: Mr. Hemant Mehla, APPfor the state.
Mr.Mohan Kumar, Adv. for the
complainant with complainant in
person.
ASI Subhash, PS Mundka

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Date of Decision: 3rd March, 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 for quashing of FIR No. 245/2018 dated 06.06.2018 registered under Sections 498A/406/34 IPC at PS Mundka. The said FIR was lodged at the complaint of the respondent No.2/wife.

2. Facts in brief are that the marriage between the petitioner No.1 namely Mr. Manjeet Patwa and Respondent No.2/complainant was

solemnized on 07.07.2014 as per Hindu Rites and Customs. One child namely Arijit Patwa was born out of this wedlock. Thereafter owing to temperamental differences the marriage between the parties could not succeed and as a result the respondent No.2/complainant went back to her parental home and started residing there. Thus, the parties started residing separately from 03.04.2017.

3. Consequently, respondent no. 2/complainant lodged the present FIR dated 06.06.2018 against the petitioners. It has been submitted that the Chargesheet has been filed and charges have been framed and the matter is pending adjudication before the Ld. MM. (Mahila) West District, Tis Hazari Courts, Delhi.

4. However, with the intervention of family members and well-wishers both the parties amicably settled all their disputes before the Delhi Mediation Centre, Tis Hazari Courts, Delhi by way of a settlement deed dated 18.10.2021 on the following terms and conditions:

“1. It is agreed between the parties that they shall dissolve their marriage by obtaining a decree of divorce by way of mutual consent/ court decree in the concerned court in Delhi.

2. It has been agreed between the parties that the respondent / husband Mr. Manjeet Patwa Kumar shall pay a total sum of Rs. 2,50,000/- (Rupees two lacs fifty thousand only) to complainant/wife Ms. Varsha towards full and final settlement of all her claims including istridhan, maintenance (present, past and future) and permanent alimony, marriage articles/ jewellery etc.

3. *It has been agreed between the parties that the above said settlement amount shall be paid by the respondent/ husband to complainant/wife in three installments, in the following manner:*

(i) *1st installment of Rs. 83,000/- (Rupees eighty three thousand only) shall be paid by way of DD in the name of complainant/ wife before the concerned Ld. Family Court, Delhi at the time of recording statements of the parties in first motion petition for mutual divorce which shall be filed on or before 25.10.2021.*

(ii) *2nd installment of Rs. 83,000/- (Rupees eighty three thousand only) shall be paid by way of DD in the name of complainant/ wife at the time of recording of statement of the parties in second motion petition for mutual divorce which shall be filed within 15 days from passing of order of first motion.*

(iii) *3rd installment of Rs. 84,000/- (Rupees eighty four thousand only) shall be paid by way of DD in the name of complainant/ wife at the time of recording of statement before the Hon'ble High Court for quashing of FIR No. 245/18. The petition for quashing of present FIR shall be moved by the respondent/ husband & his family members within 30 days after passing of decree of divorce by mutual consent. The complainant shall cooperate to give statement, affidavit/ NOC and to do all these acts which may be required to be done before concerned Hon'ble High Court for quashing of present FIR.*

4. *It is stated that at the time of recording statements at first motion, the complainant/wife shall also sign petition for second motion for mutual divorce as well as petition for quashing present FIR if the same are readily prepared by their counsels.*

5. *It is further agreed that the permanent custody of minor child master Arijit shall remain with his father Sh. Manjeet Patwa and complainant/ wife Ms. Varsha shall not claim custody/ visitation rights of said child in future through any forum.*

6. That in case of default from either side in carrying out the terms of this settlement, he/she shall be liable to pay a sum of Rs. 50,000- (Rupees fifty thousand only) by way of penalty/ compensation to the other side besides refunding/returning/forfeit the benefit received hereunder.

7. It is further agreed between the parties that after this settlement, both the parties shall be left with no right, title or interest in the movable or immovable properties of each other or their family members and both the parties shall not file any case, complaint or litigation against each other in future pertaining to the present marriage and shall cooperate with each other in execution of present settlement and withdrawal of already filed cases.

8. That the parties have gone through the terms herein before recorded and have confirmed and verified the same to be correct and that they are going to sign it without any threat, pressure. coercion or undue influence from any quarter. Both the sides undertake to abide by the terms & conditions mentioned hereinabove.”

5. Learned counsel submits that in terms of the aforesaid settlement deed dated 18.10.2021, the parties moved the concerned court seeking divorce by way of mutual consent which was granted vide judgement dated 26.05.2022 by the Ld. Judge, Family Courts, Tis Hazari Courts, Delhi.

6. The parties are present in person and have been duly identified by the IO. Respondent No. 2/complainant states she was married to the petitioner No. 1 namely Manjeet on 07.07.2014. One child namely Master Arijit Patwa was born out of the wedlock, who is in care and custody of the petitioner/husband. She has stated that the marriage between her and petitioner No.1 was dissolved vide decree of divorce dated 26.05.2022. She

has stated that as per the settlement agreement it was agreed between the parties that the petitioner No.1 will pay her Rs. 2,50,000/- towards the full and final settlement of all her claims including istridhan, maintenance (present, past and future) and permanent alimony, marriage articles/jewellery etc. It was agreed that the same will be paid in three instalments. She has stated that she has already received Rs. 83,000/- at the time of recording of statements in first motion for mutual divorce, Rs. 83,000/- at the time of recording of statements in second motion for mutual divorce. She states that the remaining amount of Rs. 84,000/- had also been handed over to her by way of DD No. 341062 dated 18.10.2023 drawn on Punjab National Bank, Nangloi on the last date of hearing i.e. 03.02.2023 before this Court. She states that the permanent custody of the child namely Master Arijit Patwa will remain with the petitioner and she will not claim custody/visitation rights of the child. She has stated that she has no objection if FIR No. 245/2018 registered at PS Mundka, Delhi under Sections 498A/406/34 IPC and all other proceedings emanating therefrom are quashed. She has stated that she is making the statement voluntarily against all claims (past, present and future) without any fear, force, undue influence or coercion.

7. It has also been submitted by both the parties that that the rights and interests of the child namely Master Arijit Patwa shall not be affected by

the settlement arrived at between the parties. It has been stated that the Petitioner No. 1 and respondent No.2/complainant have also filed an affidavit in terms of the order of this Court dated 03.02.2023, specifically stating therein, that the rights of the child/issue namely Master Arijit Patwa born out of the said wedlock will not be affected in any manner by the settlement deed arrived at between the parties.

8. The dispute between the parties have been settled and continuance of FIR No. 245/2018 would serve no useful purpose and may cause prejudice to the petitioners and be an exercise in futility. The chances of conviction would also be bleak and remote, given that the parties do not wish to pursue the present complaint on account of the settlement. I do not see any reason to reject the settlement. Moreover, the parties have already been granted decree of divorce dissolving their marriage. This court considers that it is better to put a quietus to the dispute in view of the settlement arrived at between the parties voluntarily. The Supreme Court and this Court have time and again held that cases arising out of matrimonial disputes 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.

9. It is pertinent to mention that the male child born out of the wedlock namely Master Arijit Patwa will be free to pursue his legal rights in accordance with the law. The parties have entered a settlement only with regard to their rights and titles. The rights and interests of the child to pursue his legal remedies as per law is left open.

10. 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. 245/2018 dated 06.06.2018 registered at PS Mundka, Delhi under Sections 498A/406/34 IPC and all the proceedings emanating therefrom are quashed.

DINESH KUMAR SHARMA, J

MARCH 3, 2023/Pallavi

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