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

+ **CRL.M.C. 6919/2022**

VIKAS BHATNAGAR & ANR.

..... Petitioners

Through: Mr. Sunil Mutreja and Mr. Vedhant
Tomar, Advocates.

versus

STATE THROUGH SHO R.K. PURAM POLICE STATION &

ANR.

..... Respondents

Through: Mr. Raguvender Verma, APP for
State with SI Priyanka, PS R.K.
Puram.

Ms. Shreeya Maggv, Advocate with
respondent.

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Date of Decision: 27.04.2023.

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 case FIR No. 112/2021 dated 26.04.2021 registered under Sections 498A/406/34 IPC at PS RK Puram, Delhi. The said FIR was lodged on the statement of the respondent No.2/complainant alleging therein that the petitioners herein have mentally harassed her and demanded dowry from her.

2. Facts in brief are that the marriage between petitioner No. 1 and

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respondent no. 2/complainant was solemnized on 25.11.2016 as per Hindu rites and customs in Delhi. No child was born out of this wedlock. However, owing to temperamental differences the parties started living separately from 21.09.2020. Thereafter, respondent no. 2/complainant got registered the present FIR against the petitioners herein.

3. It has been submitted that thereafter various litigations arose between the parties which include a petition under section 13, HMA bearing HMA No. 640/2020 filed by the petitioner No.1/husband for dissolution of marriage before the Ld. Judge, Family Courts, PHC, New Delhi and a complaint under section 12 of DV Act filed by the respondent No.2/complainant before Ld. MM, Mahila Courts, PHC, New Delhi. However pursuant to the settlement arrived at between the parties, the petition under section 13, HMA and the complaint under section 12 DV Act have both been withdrawn.

4. It has been submitted that while the proceedings were underway, the parties voluntarily and amicably settled the matter vide settlement agreement dated 17.05.2022 on the following terms and conditions:

“1. That the First party shall pay to the Second Party a total sum of Rs.23,00,000/- (Twenty three lacs) in full and final settlement of all her claims, be it towards maintenance (past, present & future), alimony and/or stridhan or articles of personal use.

First Party agrees to pay to the Second Party the settlement amount of Rs.23,00,000/- (Rupees Twenty Three Lacs) in the following manner:

i. Rs.8,00,000/- (Eight Lacs) by way of Demand Draft in the name of Second Party payable at Delhi at the time of recording of the statement under Section 13-B(1) of the Hindu Marriage Act;

ii. Rs.8,00,000/- (Eight Lacs) by way of Demand Draft in the name of Second Party payable at Delhi at the time of recording of the statement under Section 13-B(2) of the Hindu Marriage Act;

iii. Rs.7,00,000/- (Seven lacs) before the Hon'ble High Court of Delhi, New Delhi in proceedings under Section 482 Cr.P.C. at the time of giving her No Objection, before the Hon'ble Court, to the quashing of the FIR No.112/21 PS R. K. Puram, New Delhi under Section 498A/406/34 IPC.

2. That First Party and the Second Party made efforts to resolve their differences and make efforts at reconciliation but the said efforts have failed. There is no possibility or probability of Sh. Vikas Bhatnagar of the First Party and the Second Party residing together as husband and wife. Sh. Vikas Bhatnagar of the First Party and the Second Party do hereby give their respective consent for dissolution of marriage between them by a decree of divorce by mutual consent.

3. That Sh. Vikas Bhatnagar of the First Party and the Second Party are living separately from each other ever since 21.09.2020 i.e., for a period of more than 18 months. They agree to move within 1 weeks from the date of signing of this Settlement Agreement, the First Motion Petition under Section 13-B(1) of the Hindu Marriage Act before the court of Ld. Principal Judge, Family Court of competent jurisdiction i.e., Principal Judge, Family Court, Patiala House, Courts, New Delhi.

Sh. Vikas Bhatnagar of the First Party and the Second Party agree to move within 15 days from the date of order in the First Motion Petition, joint application before the Ld. Family Court of competent jurisdiction i.e., Principal Judge, Family Court, New Delhi District, Patiala House Court, New Delhi for waiving the statutory period of six months in terms of

the case Amarjeet Singh v. Haveen Kaur.

Should the ld. Judge, Family Court not agree to waive the statutory period of six months, in that event, Sh. Vikas Bhatnagar of the First Party and the Second Party shall file joint petition under Section 13-B(2) within 7 days of the completion of the statutory period of six months.

The Second Party agrees to withdraw the complainant under Section 12 of the Protection of Women from Domestic Violence Act 2005 after the joint petition under Section 13-B(1) of the Hindu Marriage Act is allowed. Similarly, Sh. Vikas Bhatnagar agrees to withdraw the petition u/sec 13 of the Hindu Marriage Act when the joint petition u/sec 13B(1) is allowed.

4. That the First Party shall file petition under Section 482 Cr.P.C. for quashing of the FIR mentioned hereinabove within 2 weeks of the Second Motion being allowed by the Hon'ble Court. The Second Party shall cooperate in filing of the petition by giving her photograph. Affidavit of No Objection and Identity proof and shall also appear before the Hon'ble High Court of Delhi, New Delhi on the dates the petition would be listed inter alia for the purpose of giving her No Objection before the Hon'ble Court. The First Party shall duly intimate the Second Party with regard to the same duly intimate the Second Party with regard to the same over the provided contact number and/or email ID and/or through their counsel.

5. That the Second Party agree that upon the performance of the statutory obligation i.e., grant of decree by mutual consent, payment of Rs. 23,00,000/- by the First party to her, she shall be left with no claim of whatsoever nature against the First Party and his family members. Likewise, the First Party assures that they have no claim of whatsoever nature against the Second Party and her family members.

6. That the First Party and the Second party agree that

neither shall litigate with each other or against their respective family members or any matter relating to or arising out of the marriage between them.

7.That the First party and the Second Party agree and undertake that neither shall bad mouth against each other or their respective family members against them, relatives on social circle or social media.

8.That the First Party and the Second Party agree and undertake to remain bound by the aforesaid terms of the settlement agreement.

9.That it is agreed between the parties that if the Second Party fails to appear before the Hon'ble Court in mutual divorce proceedings and/or quashing proceedings and give statement, as mentioned hereinabove, then the Second Party shall refund the amount paid by the First Party to the Second Party along with interest at the rate of 18% per annum from the date of payment, AND if the First Party fails to appear before the Hon'ble Court concerned in mutual divorce proceedings and give statement, then the amount already paid by him to the Second Party shall be forfeited.

10.That in case, any of the parties do not abide by the terms and conditions of this Settlement Agreement, the other party shall be at liberty to take appropriate action as per law.

11.That both the parties shall be bound by the terms and conditions mentioned above.

12.That both the parties shall bear their respective cost of litigation.

13.That by signing the present Settlement Agreement, both the parties state that they have no further dispute against each other or their family members in respect of the present case/ cause of action, as well as above connected cases and all the disputes and differences in this regard have been amicably settled by them vide the present Settlement Agreement.”

5. In terms of the above settlement, the parties filed for divorce by mutual consent before the Ld. Principal Judge, Family Courts, Patiala House Court and were granted divorce vide decree of divorce by mutual consent dated 06.10.2022. In terms of the settlement, petitioner No. 1 had to pay a sum of Rs 23 lakhs towards full and final settlement to the respondent No.2. Ld. Counsel submits that the respondent No.2 has already been paid a sum of Rs. 16 lakhs and the remaining amount of Rs. 7 lakhs has to be paid today. Ld. Counsel submits that since parties have amicably resolved all their disputes, no useful purpose would be served by continuing with the present complaint.

6. The parties are present in person and have been duly identified by the IO. Respondent No.2 states that she has resolved all her disputes with the petitioners and has no grievance remaining against the petitioners. She states that in terms of the settlement, out of the total settled amount, she has already received an amount of Rs. 16 lakhs. She states that the remaining amount of Rs. 7 lakhs has been paid to her today by way of demand draft bearing DD No. 235997 dated 26.04.2023 drawn on State Bank of India in favour of Aditi Bhatnagar. She states that now she has received the entire settled amount. She states that she no longer wishes to pursue the present complaint and has no objection if the same is quashed. She states that she has entered into the settlement voluntarily without any fear, force or coercion.

7. I have considered the submissions. The parties have amicably settled all their disputes and have already been granted divorce by mutual consent. The complainant/ respondent No.2 does not wish 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 petitioners and be an exercise in futility. I do not see any reason to reject the compromise. 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.

8. Considering the totality of facts and circumstances and in view of the submissions of respondent no.2/ complainant, the case FIR No. 112/2021 dated 26.04.2021 registered under Sections 498A/406/34 IPC at PS RK Puram, Delhi and all consequent proceedings emanating therefrom are quashed.

9. Accordingly, the present petition stands disposed of.

DINESH KUMAR SHARMA, J

APRIL 27, 2023/AR