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

+ CRL.M.C. 6971/2022

ABHYUDAY SHARMA & ORS. Petitioner

Through: Mr. Shailender Dahiya, Advocate.

versus

THE STATE NCT OF DELHI & ANR. Respondents

Through: Mr.Hemant Mehla, APP for the state
with Mr.Dipanshu Meena, Advocate
SI Mukesh Kumar, PS Vasant Kunj.
Respondent no.2 in person.

Date of Decision: 02.08.2023

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 seeking quashing of FIR No.54 dated 06.03.2019 registered under Section 498A/406 IPC at PS Vasant Kunj and all the proceedings arising therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 03.11.2014 in accordance with the Hindu Rites and Ceremonies out of this wedlock a male child named Master Advait Sharma was born on 24.05.2017 and the said child is in the care and custody of the respondent no.2. However, on

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account of temperamental differences and mental incompatibility, the parties started living separately and instituted multiple litigations against each other and their respective families including the present FIR. He submits that the chargesheet, in this case, has already been filed and the matter is pending before the Learned MM/Mahila court, District South West, Patiala House Courts, New Delhi.

3. Learned Counsel further submits that during the pendency of the proceedings, the parties have resolved their disputes amicably and in furtherance thereof they have entered into a settlement agreement dated 06.06.2022 Counseling Cell, Family Court District, North Rohini Courts Delhi in HMA No. 257 /2019. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs.35,00,000/- (Rupees Thirty Five Lakhs) in full and final settlement of the entire dispute to respondent no. 2/complainant.
4. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 23.11.2022 passed by Learned Principal Judge Family Court, District. North, Rohini Courts, Delhi
5. Furthermore, the Learned Counsel for the petitioners submits that since the parties have resolved all their differences amicably, therefore, it would be in the interest of justice to quash FIR No. 054 dated 06.03.2019 registered under Section 498A/406 IPC at PS Vasant Kunj and all the proceedings emanating therefrom.



6. I have gone through the settlement which has been placed on record. The settlement agreement provides for the following terms and conditions:

"1. It is agreed between the parties that both the parties shall dissolve their marriage by filing a petition under section 13B (1) and 13B (2) of the Hindu Marriage Act 1955 on the ground of mutual consent before the Hon'ble Family Courts, District North, Rohini Court, New Delhi.

2. It is further agreed between the parties that the first motion petition shall be filed in the first week of July, 2022.

3. It is further agreed between the parties that after expiry of mandatory prescribed period of six (6) month or any other earlier if any so permitted under the law /judicial pronouncement they will file second motion as contemplated under the Hindu Marriage Act 1955 or in any other law and both the parties shall cooperate in entire process of mutual consent divorce proceedings and shall duly appear without fail before the Hon'ble Court for recording of their respective statement as required in law for the first and second motion.

4. It is agreed between the parties that the petitioner (husband) shall pay lump sum consideration of Rs.35,00,000/ (Rupees Thirty Five Lacs only) to the petitioner (wife) as full and final settlement towards past, present and future maintenance and permanent alimony, stridhanchild maintenance upto 18 years under the following manner in 3 installment.

*5. It is agreed between the parties that the petitioner /husband will also return the jewellery to the respondent/wife as per list which is annexed as **Annexure A** with the present settlement and the said jewellery will be returned at the time of first motion of mutual consent divorce before the Hon'ble Court and*



the respondent/wife acknowledge the receipt of the said will jewellery.

6. That petitioner (husband) will pay a sum of Rs.10,00,000/ (Rupees Ten Lakhs only) in the form of DD to the respondent (wife) at the time of recording of statement of both the parties before the Hon'ble Family Courts under the first motion proceedings.

7. It is further agreed between the parties that the petitioner (husband) shall pay Rs.15,00,000 / (Rupee Fifteen Lacs only) in the form FDR in the name of minor son (Master Advait Sharma) to the respondent (wife/legal guardian of minor son (Master Advait Sharma) for child maintenance at the time of recording of statements of both the parties before the Hon'ble Family Court at the time of recording of statement in the second motion ' proceedings in the form of FDR.

8. That petitioner (husband) will pay a sum of Rs.10,00,000/ (Rupees Ten Lakhs only) in the form of DD to the respondent (wife) at the time of quashing of FIR No. 54/2019 U/S 498A/406/34 IPC P.S. Vasant Kunj North in Hon'ble Delhi High Court and the quashing petition shall be filed within 25 days after order in second motion i.e. grant of decree of divorce by mutual consent and respondent (wife) shall cooperate and sign all the necessary affidavit and appear for statements and do the needful in quashing of said FIR.

9. It is agreed that the respondent/wife shall not claim any maintenance for herself and for the child Master Advait Sharma @ Rs.10000/- per month in terms of order dated 24.01.2020 in Mt. No. 72/2019 after signing of the present settlement and in future.

10. It is agreed between the parties that the respondent (wife) shall withdraw the monthly recurring interest of the FDR for



the purpose of education and day to day expenses of minor child and on the maturity of the FDR the permission from the petitioner (husband) will not be required for encashment of FDR and the FDR shall not be encashed till the child attains majority and further the maturity amount of the FDR shall be taken by the child on becoming major.

11. It is agreed between the parties that the respondent (wife) will not have any right, title, interest, claim etc. whatsoever over in the properties of petitioner (husband) after the completion of the present compromise agreement.

12. It is agreed that the respondent (wife) shall not claim any stridhan, maintenance (past present and future) nor she will claim any right title or interest in the properties of both movable and immovable of the petitioner (husband) and further wife and her family member will not file any case against the petitioner husband.

13. It is agreed between the parties that the above settlement is with respect to all claims of wife's past, present, future, alimony, stridhan, maintenance, executions, articles, property etc. and neither she nor her relatives shall claim anything from husband or from his family members in future for herself.

14. It is a agreed that both the parties shall withdraw all the cases and complaints filed against each other from the respected Hon'ble Courts, police station and concerned authorities after the first motion of divorce / before the second motion including Domestic Violence case which is pending at Patiala House District Court bearing case no. CC 6590/2019 & M.T. case No.72/2019 (U/S 125 Cr. P.C.) and the divorce case bearing HMA No. 257 /2019.

15. It is agreed between the parties that all the matters relating to this marriage either civil or criminal are settled and neither



the parties nor their relatives shall make any complaints against each other in future and will not file any case/complaints against each other at any time in future in any court of law /police station etc.

16. It is agreed between the parties that the minor child namely Advait Sharma aged 5 years will be under the absolute legal custody and guardianship of the respondent (wife) and the petitioner (husband) will have visitation rights of the said child on every 4th Sunday from 1 :30 PM to 4:30 PM at Ambience Mall, Vasant Kunj, New Delhi. However the day of visitation and venue can be altered by mutual consent in writing by both the parties if so required in future.

17. It is agreed between the parties that in event of non appearance for the purpose of disposal of first and second motion of decree of divorce and for quashing of the above said FIR, the respondent (wife) shall return the received amount with 2% interest per month to the petitioner /husband. Similarly if the petitioner (husband) does not appear for the purpose of disposal of first and second motion of decree of divorce and for FIR quashing the amount already paid shall stand forfeited by respondent (wife).

18. It is agreed and both the parties undertake not to file any other complaint, petition, execution application etc against each other at any time in future in any court of law in India and both the parties here by agree to abide by present settlement as having been reached without any undue influence, pressure or coercion.

19. It is agreed between the parties that in the event of failure of the compliance of present settlement, both parties shall be at liberty to seek revival and peruse their respective cases/ remedies under law which includes proceedings mentioned herein.



20. It is agreed between the parties that each and every terms as recorded in the settlement agreement after carefully reading over and fully understanding and appreciating the content, scope and effect thereof, as also the consequences of the breach thereof, including payments of the fine/penalties as mentioned above.

21. It is agreed between the parties that the terms and conditions mentioned in the settlement have been understood in vernacular. The above said settlement is arrived at between the parties out of their own free will, volition and consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (both of law and facts) in any form whatsoever and the parties agreed that the settlement/ agreement has been correctly recorded as per the agreed terms and condition.”

7. It is settled that the inherent powers under section 482 of the Code are required to be exercised to secure the ends of justice or to prevent abuse of the process of any court. Further, the High Court can quash non-compoundable offences after considering the nature of the offence and the amicable settlement between the concerned parties. Supreme Court and this Court have repeatedly held that the cases arising out of matrimonial differences should be put to a quietus if the parties have reached an amicable settlement. Reliance may be placed upon: ***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. Both parties are present in court and have duly been identified by the IO. Respondent no. 2 submits that she has entered the settlement voluntarily without any fear, force or coercion. She submits that other petitions have already been withdrawn or dismissed. And since the marriage between the parties has also been dissolved by a decree of divorce by mutual consent order/judgment dated 23.11.2022, she has no objection if FIR No. 054 dated 06.03.2019 registered under Section 498A/406 IPC at PS Vasant Kunj and all the proceedings emanating therefrom are quashed.
9. A Demand Draft bearing no.051549 dated 26.07.2023 in the sum of Rs.10 lakhs in the name of Anjali Sharma drawn on State Bank of India has been handed over to respondent no.2 in court today.
10. Joint statement of the parties has been recorded separately wherein both the parties have stated that The said settlement agreement shall not bind the legal rights, title, and interest of the minor child namely Master Advait Sharma aged about 6 years, in any manner and the child namely shall be at liberty to pursue his legal rights and remedies in accordance with law.
11. Taking into account the totality of facts and circumstances of the case, this court considers that the parties have entered into an amicable settlement out of their own free will, without any fear, force or coercion and they should be given an opportunity to lead their lives peacefully. No purpose will be served in continuing with the trial.



12. In view of the above, FIR No. 054 dated 06.03.2019 registered under Section 498A/406 IPC at PS Vasant Kunj and all the other proceedings emanating therefrom are quashed.
13. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

AUGUST 2, 2023

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