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

+ **CRL.M.C. 7022/2022**

DINESH CHAHAL & ORS.

..... Petitioner

Through: Mr. Vikram Hegde with Mr. Chitwan
Shalwa, Advocates.

versus

STATE BY DABRI POLICE STATION & ANR. Respondents

Through: Mr. D.S. Dagar, APP for the State
with IO.

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Date of Decision: 16th January, 2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. Present petition has been filed for quashing FIR No.424/2016, registered at Police Station Dabri under Sections 498A/406/34 IPC. The FIR was lodged on the statement of respondent No. 2./complainant against the petitioners.

2. Respondent No.2 is present in person. She states that she was married to the petitioner No.1/husband Dinesh Chahal on 24.11.2012. A girl child namely baby Ojasvi was born on 28.08.2013. Respondent No.2 submits that she has been residing separately since 2014. It has been stated that the decree of divorce has already been granted by the Court of learned

Additional Principal Judge, Family Court, Gurugram on 02.04.2019. The parties have reached on a settlement on the following terms and conditions:-

- (a) The respondent shall pay/deposit a total sum of Rs, 10,00,000/- (Rupees ten lac only) towards full and final settlement in respect of present case as well as above-mention connected case by way of demand/deposit which shall be paid as under -*
- i) The respondent shall deposit Rs. 5,00,000/- (Rupees Five Lacs only) in a fixed deposit within one week from today i.e. 27.05.2022 in the name of baby Ojasvi which will be released directly to baby Ojasvi after she becomes major. The documents of fixed deposit will be handed over to the complainant within 15 days from today i.e. 27.05.2022.*
- ii) The respondent shall pay Rs. 2,50,000/- (Rupees two lac fifty thousand only) to the complainant at the time of withdrawal of present case which shall be done within two months from today i.e. 27.05.2022.*
- iii) The respondent shall pay the balance sum of Rs. 2,50,000/- (Rupees two lac fifty thousand only) to the complainant at the time of quashing of FIR which shall be done within three months from today i.e. 27.05.2022.*
- (b) Both the parties agreed that if any other financial need or requirement for educational, medical, marriage and if any emergency arises for*

baby Ojasvi, the complainant can inform about the same to the husband/respondent and he may pay the sum if deems fit.

- (c) The minor child namely baby Ojasvi shall remain in custody of complainant and there respondent shall not claim custody and will only have visitation rights of minor child Ojasvi.*
- (d) That the respondent shall have the visitation right to meet minor child Ms. Ojasvi (subject to convenience and study schedule of the child) on every first and third Sunday of each English calender month starting June, 2022 at Unity Mall, Janakpuri, New Delhi or mutually agreed place from 5.00 PM to 7.00 PM and respondent shall pick up the child from the residence of the complainant and drop her back in time. In the event the minor child is not comfortable initially the complainant may accompany the child on such visitations with the respondent.*
- (e) This settlement shall not affect rights of the minor child with respect to the property or maintenance etc., as per law.*
- (f) The complainant shall withdraw/quash the present case as well as above-mentioned connected case mentioned at SI No. 1, in the list of connected cases from the concerned Court as mentioned above.*
- (g) In case the respondent refuses to abide by the terms and conditions of the present settlement, the amount paid by the respondent will be forfeited by the complainant.*
- (h) In case the complainant refuses to abide by the terms and condition of the present settlement, she shall be liable to return the double amount received by her from the respondent.*

3. Both the parties submit that the terms and conditions have duly been complied with.
4. Perusal of the settlement indicates that this settlement shall not bind the minor child baby Ojasvi and she is entitled to pursue her legal rights in accordance with law.
5. The respondent No.2 has been duly identified by the Investigating Officer.
6. Learned counsel for the petitioners and respondent No.2 state that both the parties have entered into the settlement at Mediation Centre, Saket Courts, New Delhi.
5. I have interacted with the parties.
6. Respondent No.2 states that she has entered into the settlement voluntarily without any fear, force or coercion. In pursuance to the settlement, the respondent No.2 has already received a sum of Rs.2.5 lakhs. Remaining sum of Rs.2.5 lakhs has been paid to the respondent No.2 now by way of a Demand Draft bearing No.401690 dated 05.01.2023 drawn on Punjab National Bank. The same has been accepted.
7. It has repeatedly been held by the Apex Court that in the matrimonial disputes, if the parties have settled the disputes between themselves, the Court should also encourage the same. In the present case, the petitioner No.1 and the respondent No.2 have been residing separately since long. The divorce has taken place between them. There is no child born out of the wedlock.

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 as it was a matrimonial dispute which has been amicably settled.
9. Taking into account the totality of facts and circumstances, the case FIR No.424/2016, registered at Police Station Dabri under Sections 498A/406/34 IPC and all the proceedings emanating therefrom are quashed.
10. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

JANUARY 16, 2023
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