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

+ CRL.M.C. 7082/2022

HARJASPREET SINGH & ORS. Petitioners

Through: Mr. Syed Shakeel Hussain with
Mr.Faisal Khan, Advocates with
petitioner in person.

versus

STATE GOVT. OF NCT OF DELHI AND ANR. Respondents

Through: Mr.Raghuvinder Varma, APP for the
State with SI Rajendra Kumar, PS
Kishan Garh.

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Date of Decision: 06th APRIL, 2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. This is a petition filed under section 482 Cr.P.C. for quashing of FIR No. 52/2019 under sections 498A/406/34 IPC registered at PS Kishan Garh.
2. Briefly stated facts of the case are that the parties got married on 15.09.2018 according to Sikh Rites and ceremonies. There is no child born out of this wedlock. That due to temperamental differences between them the parties are living separately since 22.10.2018.

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3. It is submitted that owing to the differences between the parties, the Respondent No.2 lodged the above-mentioned FIR. It is further submitted that now the parties have settled the matter amicably among themselves vide settlement deed dated 26.08.2022.

4. The terms of the Settlement Deed are as follows -

“1. Parties here by mutually agreed to dissolve their marriage by filing a joint petition for divorce by way of mutual consent U/s 13 (B) (1) of Hindu Marriage Act. 1955 or Indian Divorce Act U/s 10A (1)/special marriage Act 1954 U/s 28 (1) in the court of competent jurisdiction at New Delhi on or before 15/09/2022.

2. It is agreed between the parties that the respondent (Husband) shall pay lump sum consideration of Rs-5000000/- (Fifty Lakhs only) to the petitioner (Wife) as full and final settlement (against the petitioners past present and future maintenance, permanent alimony, stridhan etc) under the following manner in three installments.

3. It is agreed between the parties that the respondent (Husband) will pay a sum of Rs.1600000/- (sixteen Lakhs) in the form of DD to the petitioner (Wife) at the time of recording of statements of both the parties before the Hon'ble family court under the first motion proceedings. First motion petition shall be prepared by the Respondent.

4. It is agreed between the parties that that the respondent (Husband) will pay a sum of Rs.1600000/- (sixteen Lakhs) to the petitioner (Wife) at the time of recording of statements of both the parties before the Hon'ble family court on under the second motion proceedings as second installment in the form of DD. Second motion petition shall be file by the both the parties within 30 days of expiry of mandatory cooling period of six month after completion of first motion or both the parties shall file an application for waiving of mandatory cooling period of six month

after first motion. Second motion petition shall be prepared by the Respondent.

5. It is agreed between the parties that the respondent (Husband) will pay a some of Rs 1800000/- (Eighteen Lakhs) in the form of DD to the petitioner (Wife) at the time of quashing of FIR No-52/2019 U/s 498A/406/34 IPC PS Kishangarh in Hon'ble Delhi High court within 30 days after second motion and the petitioner (Wife) shall cooperate and sign all the necessary affidavit and appear for statements and do the needful in quashing of said FIR. The FIR quashing shall be filed by the Respondent (Husband).

6. It is agreed between the parties that petitioner shall file quashing of FIR No- 2087/2019 U/s 67 of IT Act at Karnataka High court after second motion of mutual divorce and respondent shall cooperate and sign all the necessary affidavit and appear for statements and do the needful in quashing of said FIR.

7. It is agreed between the parties that in event of non-appearance for the purpose of withdrawal of cases or quashing of FIR in Delhi High Court or any other High Court in India the petitioner (Wife) shall return the received amount with 2 percent interest per month to the respondent (Husband). Similarly if the respondent (Husband) does not appear for the purpose quashing of FIR the said amount shall stand forfeited by petitioner (Wife) and shall not be adjusted any arrear or any other.

8. This agreement constitutes the entire agreement between the parties and supersedes all or any prior agreement/ correspondences/ negotiations/ discussions/ representations, both written as well as oral, among the parties.

9. Parties also agree that the petitioner (Wife), shall not claim, in future, any maintenance (past, present, future), any istridhan, or lay claim on any right, title or interest in the (movable and immoveable properties) of the respondent (Husband) or his family members.

10. It is agreed that both the parties shall withdraw all the cases/ transfer petition/ complaints filed against each other from the respected Hon'ble courts, police station and concerned authorities before the second motion of mutual divorce.

11. 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 and will not file any case/complaints against each other at any time in future in any court of law, police station etc.

12. It is agreed and 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.

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

14. That the present agreement is being executed by the parties in pursuance of their future interest and without any force or coercion and the same is based on free consent of the parties.

15. 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 fine/penalty as mentioned above.

16. It is agreed between the parties that in the event of breach of any condition in the present deed, the parties are free to avail the remedy as available to them under the respective laws and would not be barred from the terms of the present settlement deed.

17. The above settlement between the parties has been arrived at out of their free will, volition and consent and without any force, pressure, undue influence, coercion or mistake /misrepresentation (both of Law and fact) from any quarter whatsoever and the settlement agreement has been correctly recorded, the said agreed terms and contents of the present settlement have been read over to the parties in vernacular.

5. It is further submitted that the decree of divorce has been reserved after signing of second motion on 23.11.2022

6. Respondent no.2 states that she has no objection if the present petition maybe allowed and the above-mentioned FIR along with all the other proceedings may be quashed.

7. It is further mentioned that during investigation, the investigating officer on 10.04.2019 seized two mobile phones belonging to Petitioner No.1, i.e. iPhone 7+ and Red Y1. The said mobile phones are with the FSL, and the same may be directed to be released.

8. In compliance of the terms of settlement agreement a total of Rs.50,00,000/- (Fifty Lakhs Only) was to be paid by the Petitioner No.1/husband to Respondent No.2/wife as full and final settlement. Out of the said amount Rs.16,00,000/- (Sixteen Lakhs Only) were paid at the time of recording of first motion before the Family Court. Today Petitioner No.1 has handed over a revalidated DD No.501708 dated 31.03.2023 of Rs.18,00,000/- (Eighteen Lakhs Only) in the name of the complainant Jasdeep Kaur drawn on ICICI Bank to the respondent No.2. Petitioner No.1 submits that he will pay the remaining amount of Rs.16,00,000/- (Sixteen Lakhs Only) on 10th April 2023 before the Family Court.

9. IO has duly identified the parties.

10. It has repeatedly been held by the Apex Court that in the matrimonial disputes, if the parties have settled the matter between themselves amicably, it is the duty of Courts to encourage the same. Reliance can be placed on *B.S. Joshi v. State of Haryana*, (2003) 4 SCC 675; *Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another*; 2019 SCC OnLine Del 8179

11. 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. It was a matrimonial dispute which has been amicably settled

12. The FSL is also directed to release the mobile phones of Petitioner No.1 i.e. iPhone 7+ and Red Y1 taken by the IO during investigation.

13. In view of the above circumstances the case FIR No. 52/2019 under sections 498A/406/34 IPC registered at PS Kishan Garh and all the other proceedings emanating therefrom are quashed.

14. The present petition is disposed of.

DINESH KUMAR SHARMA, J

APRIL 06, 2023
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