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

+ CRL.M.C. 7147/2022, CRL.M.A. 27582/2022, CRL.M.A. 1186/2023,
CRL.M.A.11030/2023,CRL.M.A.11864/2023, CRL.M.A.20639/2023

SAKSHI KHURANA

..... Petitioner

Through: Mr.Ashish Chauhan and Mr.Manu
Garg, Advocates

versus

THE STATE GOVERNMENT OF NCT OF DELHI Respondent

Through: Mr.Amit Sahni, APP for the State.

Mr.Rahul Bhagat and Mr.Vikas
Kohli, Advocates with Mr.Yatin
Kumar, Mr.Ashok Kumar and
Mrs.Kamlesh Kumari

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Date of Decision: 11th August, 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 of the Code of Criminal Procedure, 1973 seeking quashing of FIR bearing No. 1094/2022 dated 12.12.2022 registered at Police Station Mukherjee

CRL.M.C. 7147/2022

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Nagar, Delhi for offences punishable under Sections 3(1), (R), (S) of the Scheduled Castes and Scheduled Tribes (Prevention of Atrocities) Act, 1989 (in short SC/ST Act) and proceedings arising therefrom.

2. The present FIR was lodged on the statement of Mr. Ashok Kumar alleging therein that in 2019, his son got married to Petitioner/Ms Sakshi Khurana who belongs to the general category. The petitioner had a uncooperative and indifferent attitude towards the family of the complainant. Petitioner started living separately from June 2019 onwards, and on 4th august 2019, the petitioner along with her family members entered the house of complainant and allegedly started abusing them and used cattiest remarks and used to the words “Choorā” and “Chamar” while verbally abusing the complainant and his family members. The whole alleged incident was captured in the CCTV camera. It has further been alleged that the complainant initially refrained from registering the complaint to prevent the family relations. But in December 2019, the petitioner again circulated a message wherein she described the family of the complainant as uncivilized, drunkard and indecent. Thereafter the complainant registered the present FIR under Sections 3(1), (R), (S) of the SC/ST Act.
3. Learned counsel for the parties submit that it was a matrimonial dispute between Sakshi Khurana and Yatin Kumar and there were various cases pending between the parties including the FIR No. 2143/2019 under Sections 323/325/354/506/34 IPC registered at PS



Shivaji Nagar, Gurugram titled ***State of Haryana v. Charanjeet & Others.*** filed by Sakshi Khurana/wife. The FIR No. 0154/2019 under Sections 120-B/354A/354C/406/498A/506/509/34 IPC lodged by Smt. Sakshi Khurana titled as ***State of Haryana v. Yatin Kumar & Ors.*** The FIR No.198/2022 titled as ***State of Haryana V. Yatin Kumar and Ors.*** registered at PS Sector- 14, Gurugram under Sections 406/420 IPC lodged by Sakshi Khurana. However, now the parties have reached on a settlement dated 26.07.2023 at Delhi High Court Mediation and Conciliation Centre on following terms and conditions:

- 1) *Both, Smt. Sakshi Khurana and Sh. Yatin Kumar have agreed to dissolve their marriage by decree of divorce by mutual consent under section 13(B) of the Hindu Marriage Act, 1955 and all the individuals of First and Second Parties, with a view to put quietus to their whole litigation have also agreed to withdraw all their cases, complaints and get all the FIRs quashed which have been registered against each other.*
- 2) *Sh. Yatin Kumar shall give a sum of Rs. 40,00,000/- (Rupees Forty Lakhs only) to Smt. Sakshi Khurana towards all her claim including but not limited to stridhan, permanent alimony, maintenance, (past, present, and future) and any other claim arising out of their marital discord and Smt. Sakshi Khurana has agreed to accept the same.*
- 3) *Sh. Yatin Kumar and Smt. Sakshi Khurana agree that the above said agreed amount of Rs. 40,00,000/- (Rupees Forty Lakhs only) shall be given by Sh. Yatin Kumar to Smt. Sakshi Khurana in the sequential manner stated*



below:

- i. i) *A sum of Rs. 20,00,000/- (Rupees Twenty Lakhs Only) shall be given by Sh. Yatin Kumar to Smt. Sakshi Khurana at the time of signing of statement before the Hon'ble Court during First motion petition for divorce by mutual consent. The said amount shall be given by Sh. Yatin Kumar to Smt. Sakshi Khurana through bank demand draft in the name of Smt. Sakshi Khurana. The bank demand draft in original of the agreed amount of Rs. 20,00,000/- (Rupees Twenty Lakhs Only) shall be handed over by Sh. Yatin Kumar to Smt. Sakshi Khurana at the time of signing of the statement of First motion petition under section 13(B)(1) of the Hindu Marriage Act. The Parties also agree that Sh. Yatin Kumar shall also deposit a bank demand draft amounting to Rs. 7,50,000/- (Rupees Seven Lakhs Fifty Thousand Only) before the concerned Family Court at the time of recording of statement of the Parties under Section 13(B)(1) of the Hindu Marriage Act, to be released to Smt. Sakshi Khurana at the time of the recording and signing of statement of Second Motion under Section 13(B)(2) of the Hindu Marriage Act. If the bank demand draft of Rs. 7,50,000/- (Rupees Seven Lakhs Fifty Thousand Only) gets expired due to efflux of time of 90 days, then Sh. Yatin Kumar undertakes to get the Bank Demand Draft of Rs. 7,50,000/- (Rupees Seven Lakhs Fifty Thousand Only) renewed within 5 days from the date of expiry of the Demand Draft. The Bank demand draft of Rs. 20,00,000/-, Rs 12,50,000/- and Rs. 7,50,000/- to be made by Yatin Kumar in favour of Smt. Sakshi Khurana shall be made in her favour in the name of Sakshi Khurana, A/c No.: 50100598141569, HDFC Bank, IFSC Code: HDFC0000240. However, it is clarified that if the Hon'ble Family Court does not accept deposit of the Demand Draft*



of Rs. 7,50,000/- (Rupees Seven Lakhs Fifty Thousand Only) at the time of 1st Motion, in that event, Sh. Yatin Kumar shall handover the original Bank Demand Draft of Rs. 7,50,000/- (Rupees Seven Lakhs Fifty Thousand Only) to Smt. Sakshi Khurana at the time of recording of statement of the Parties under Section 13(B)(2) of the Hindu Marriage Act (Second Motion). Copy of demand drafts shall be shared with Smt Sakshi Khurana via whatsapp as and when the demand drafts are prepared.

- 4) *That the balance amount of Rs.12,50,000/- (Rupees Twelve Lakhs Fifty Thousand Only) shall be given by Sh. Yatin Kumar to Smt. Sakshi Khurana by way of Original Bank Demand Draft, in favour of Smt. Sakshi Khurana, on the date fixed for quashing petition/compounding of FIR No. 154/2019 in lieu of the claim of Smt Sakshi Khurana towards her alimony, maintenance, stridhan, before the Hon'ble High Court of Punjab and Haryana High Court or the appropriate Court. It is agreed between the Parties that the copy of the Demand Draft shall be shared with Smt. Sakshi Khurana by Sh Yatin Kumar before filing of the quashing of the three FIRs. However, if the Hon'ble High Court of Punjab and Haryana delegates the parties for recording of statement to the lower Courts in furtherance to the Quashing Petition, in that event, Sh. Yatin Kumar shall, on behalf of the Second party, shall file photocopy of the Original Demand Draft before the Hon'ble High Court on the date fixed for quashing and shall handover the Original Demand Draft to Smt. Sakshi Khurana before the recording of statement before the concerned District Court concerned.*
- 5) *Both Sh. Yatin Kumar and Smt. Sakshi Khurana, state that on payment of the agreed amount of Rs. 40,00,000/- (Rupees Forty Lakhs only), all the claims of Smt. Sakshi Khurana towards Stridhan, permanent alimony,*



maintenance (past/present/future), and all claims towards expenses of whatsoever nature shall stand satisfied and she shall not be entitled to claim any amount whatsoever nature from Sh. Yatin Kumar and/or his family members. Similarly, on compliance of the terms of the present Settlement Agreement, Sh. Yatin Kumar and his family members shall not be entitled to raise any type of claim of whatsoever nature against Smt. Sakshi Khurana and/or her family members in future.

- 6) *The Parties agree that if the Second Party does not appear or withdraw or does not come forward for the recording of statement for the Quashing Petition of FIR No. 1094/2022 before the Hon'ble Delhi High Court or the appropriate Court, then the First Party shall pursue the cases filed against the Second Party in accordance with law.*
- 7) *The Parties agree that if Sh. Yatin Kumar defaults in this settlement agreement or does not come forward for the recording and signing of his statement for the first motion and second motion petition before the Hon'ble Family Court under Section 13 B(1) and Section 13 B(2) of HMA (second motion) respectively, or failure to make timely payments as per the terms of this present Settlement Agreement at any point in time till the quashing of FIR No. 154/2019, 2143/2019 and 198/2022 before the Hon'ble High Court of Punjab and Haryana High Court or the appropriate Court, then the Second Party shall be liable to pay the penalty of Rs. 20,00,000/- (Rs. Twenty Lakhs Only) over and above 40,00,000/- (Rupees Forty Lakhs Only) to be paid/already paid/deposited in terms of the present Settlement Agreement. In case the Second Party fails to deposit the penalty of Rs. 20,00,000/- (Rs. Twenty Lakhs Only) within 15 days of default (either non appearance/withdrawal or non payment), in that event, Sh. Yatin Kumar based on this undertaking in terms of the*



present Settlement, agrees that the remaining pending amount and penalty shall be deducted from his Salary account number 0387101044521, Canara Bank, Wazirpur Branch, Delhi-110056 and that amount shall be transferred to the account of Smt. Sakshi Khurana. In case of the aforesaid default by Sh. Yatin Kumar, Smt. Sakshi Khurana shall also be entitled to pursue the already pending cases against the Second Party, if any, as per law and the amount given by him to Smt. Sakshi Khurana till then shall be deemed forfeited.

- 8) The Parties agree that if Smt. Sakshi Khurana backs out from the settlement agreement or does not come forward for recording and signing of the statement for first and second motion petition before the Hon'ble Family Court, Delhi, then she shall return to Sh. Yatin Kumar the amount received by her till then from Sh. Yatin Kumar within one month of the default, under the present Settlement Agreement.*
- 9) That both the Parties agree that in case Smt. Sakshi Khurana does not appear for two consecutive hearings before the Hon'ble Punjab and Haryana High Court for quashing of the FIR No. 154/2019, 2143/2019 and 198/2022, in that event, the Hon'ble High Court shall proceed with quashing the matter based on her No-Objection affidavit in terms of the present Settlement Agreement and the last balance amount of Rs. 12,50,000/- (Rupees Twelve Lakhs Fifty Thousand Only) shall be released by Sh. Yatin Kumar in favour of Smt. Sakshi Khurana either by filing the same before the Hon'ble High Court or appropriate Court or directly to Smt. Sakshi Khurana, as deemed appropriate by the Hon'ble High Court. It is also agreed between the Parties that in case of successful quashing of the FIR No. 154/2019, 2143/2019 and 198/2022, Smt. Sakshi Khurana shall not be liable to*



return the amount already received from Sh. Yatin Kumar and the liability of Smt. Sakshi Khurana in terms of clause 8 shall be redundant.

- 10) *The Parties have agreed to withdraw all the proceedings against each other including quashing of all the FIRs filed against each other, necessarily in the following sequential order as mentioned below:-*

<i>S. No.</i>	<i>Particulars of the cases</i>	<i>Time frame to take action</i>
<i>1</i>	<i>Quashing of the FIR bearing No. 1094/2022, PS Mukherjee Nagar and consequent proceedings arising out of the said FIR</i>	<i>Joint Application/early hearing to be filed within 7 (seven) days from the date of signing of the present Settlement Agreement.</i>
<i>2</i>	<i>Filing of mutual divorce petition under Section 13(B)(1) of HMA (first motion)</i>	<i>Within 7 (seven) working days from the quashing of the FIR No. 1094/2022 upon settlement by the Hon'ble High Court.</i>
<i>3</i>	<i>Filing of mutual divorce petition under Section 13(B)(2) of HMA (second motion) along with waiver application</i>	<i>Within 7 (seven) working days from the date of grant of order in the first motion under section 13(B)(1) of the HMA</i>
<i>4</i>	<i>Filing of the Petition for Quashing of the FIR</i>	<i>Second Party shall take appropriate action</i>



	bearing No. 154/2019, 2143/2019 and 198/2022 all registered at PS Gurgaon, Haryana	for filing of the quashing petition within 7 (seven) working days from the date of order of grant of divorce.
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However for the convenience of all, the aforesaid table and the time frame is reproduced hereinbelow:-

- i) Both the Parties undertake and agree that they shall firstly proceed with the quashing of the FIR No.1094/2022 and consequent proceedings and also agree that they have amicably resolved all their issues that arose out of the matrimonial discord between them by way of the present Settlement Agreement. The Parties, therefore, mutually agree and undertake to pray to the Hon'ble Court to quash FIR No.1094/2022 P.S. Mukherjee Nagar, filed under section 3(1)(r)(s), 3 (2)(va) of the SC ST POA Act & 323 IPC, while exercising its extra ordinary powers and using its discretion in the interest of justice and quash the FIR No.1094/2022, PS Mukherjee Nagar in terms of the present Settlement Agreement.*
- ii) The Parties agree and undertake to jointly move an application for early hearing/joint quashing before the Hon'ble High Court of Delhi in CRL. M.C No. 7147/2022, within 7 (seven) working days of the signing of the present Settlement Agreement, in order to expedite the process of quashing of the FIR No.1094/2022.*
- iii) That subject to successful quashing of the FIR No. 1094/2022 and consequent proceedings in CRL. M.C. 7147/2022 in terms of the present Settlement Agreement, Smt Sakshi Khurana, jointly as well as severally, agree to handover the duly signed and attested/notarized*



affidavit(s), No Objection(s) and all necessary documents to the Second Party before the Hon'ble Delhi High Court on the date of the successful quashing of the FIR No. 1094/2022, CRL M.C. 7147/2022 and consequent proceedings upon settlement before the Hon'ble High Court, in support of quashing of the FIR No. 154/2019 (Case Bearing No. CHI/597/2020), 2143/2019 (Case Bearing No. CHI/821/2020) and FIR No. 198/2022.

- iv) That after the quashing of the FIR No. 1094/2022 and consequent proceedings, both the parties mainly Sh. Yatin Kumar and Smt Sakshi Khurana shall move a petition under section 13(B)(1) of HMA within 7 (seven) days of quashing of FIR. No. 1094/2022 upon settlement. That it is also agreed that the petition under section 13(B)(2) of HMA shall be filed within a period of 7 (seven) working days after the grant of order in first motion under section 13(B)(1) of HMA along with waiver application.*
- v) That after the grant of divorce decree, both, First Party and the Second Party agree that within 7 (seven) working days of grant of divorce decree, the Second Party shall proceed to take necessary action for filing the appropriate proceedings qua quashing of the FIR No. 154/2019 (Case Bearing No. CHI/597/2020), FIR No. 2143/2019 (Case Bearing No. CHI/821/2020) and FIR No. 198/2022 registered against the Second Party before Hon'ble Punjab & Haryana High Court at Chandigarh. Smt Sakshi Khurana also agrees and undertakes to appear before the concerned courts be it High Court of Punjab & Haryana and/or any court subordinate thereto and give her statements for the quashing of the FIRs and criminal proceedings against the individuals of the Second Party.*
- vi) That Parties agree upon successful quashing of the FIR No.1094/2022 on settlement and consequent proceedings*



in Crl. M.C. 7147/2022 before the Hon'ble High Court of Delhi and after grant of divorce in terms of the present Settlement Agreement, the aforementioned Misc. Complaints /Applications to Police or other Authorities mentioned above from A to F, other than the FIRs, filed by both the Parties against each other through emails or otherwise shall be withdrawn by the Parties from the concerned departments (Government and Private) before the quashing of the last FIR against the Second Party.

- 11) Both, Smt. Sakshi Khurana and Sh. Yatin Kumar agree to move joint application for waiver of the statutory period of six months in terms of the judgment passed by Hon'ble Supreme Court of India in Amardeep Singh vs. Harveen Kaur in Civil Appeal No. 11158/2017. The said application shall be moved within two weeks of the grant of the first motion petition for divorce by mutual consent before the concerned Family Court.*
- 12) Both, Smt. Sakshi Khurana and Sh. Yatin Kumar agree that in case the waiver application is not allowed, then the Parties shall approach the concerned Family court for filing of petition under 13 B(2) of the Hindu Marriage Act for divorce by mutual consent within 7 (seven) days of the expiry of the statutory period as required under the Hindu Marriage Act.*
- 13) Both the Parties agree that in case the FIR No. 1094/2022 and subsequent proceedings emanating therefrom, registered with P.S. Mukherjee Nagar under sections under section 3(1)(r)(s), 3(2)(va) SC ST POA Act & 323 IPC is not quashed in terms of the present Settlement Agreement, then the present Settlement Agreement and its terms and conditions and the actions undertaken to be acted upon in terms of the Settlement*



Agreement shall be held null and void and the Parties shall be at liberty to pursue with their cases/FIRs/Complaints as it is.

- 14) The Parties agree that the present Settlement Agreement shall be treated as final and any agreement between the Parties prior to the present Settlement Agreement, whether oral or in writing shall supersede all previous settlements/MOU's more specifically MOU dated 17.04.2023.*
- 15) The Parties hereto further undertake to withdraw any and all the pending cases/complaints/proceedings, if any or otherwise which is not specifically mentioned hereinabove and which may not be in the knowledge of the other party. With the signing of the present Settlement Agreement both the parties agree that the same shall be deemed to have been withdrawn.*
- 16) The Parties agree that with the signing of the present Settlement Agreement and subject to its compliance, all their claims against each other shall stand fully satisfied on compliance of the terms agreed herein. The Parties further agree that after implementation of the terms of the present Settlement Agreement, the Parties shall not make any further claims/complaints/grievance against each other or their family members in the future.*
- 17) That Smt. Sakshi Khurana, Sh. Yatin Kumar and Sh. Ashok Kumar agree and undertake not to travel anywhere outside the country till the execution of the terms of the present Settlement Agreement. In this regard, it is stated that Smt. Sakshi Khurana and Sh. Ashok Kumar had voluntarily submitted their original passports before the Hon'ble Court of JMFC, District & Sessions Court, Gurugram in FIR No. 154/2019 PS Women Cell West. The passport of Sh. Yatin Kumar is ordered by Ld. JMFC Court, Gurgaon*



vide order dated 25.07.2023 to be retained by the Ministry of External Affairs and not be released to Sh. Yatin Kumar without the permission Hon'ble Court, Gurgaon. They also undertake that they shall not apply for release of their passports for whatsoever reasons till the complete execution of the present Settlement Agreement.

- 18) That both the Parties undertake that after the signing of the present Settlement Agreement, they shall seek adjournment in all the ongoing/ pending court matters.*
- 19) The Parties agree and undertake not to interfere in the life of each other in any manner in future and also undertake not to make any allegations, defamatory or derogatory, against each other and their respective family members personally or on any public forum and/or through social media i.e., WhatsApp, Facebook, twitter, Instagram etc. or in any other manner in future and shall also not use any photograph, audio or video recordings, against each other in future.*
- 20) The contents of the present Settlement Agreement have been read over and explained to the Parties in their vernacular language Hindi and they have understood the contents of the same and agree to be fully bound by the terms stipulated herein this Settlement Agreement.*
- 21) That both the Parties hereto have mutually agreed to abide by the terms and conditions referred to hereinabove and if any of the Parties withdraws from any of the terms and conditions above, the aggrieved party shall be at liberty to proceed against the defaulting party in accordance with the law in terms of the present Settlement Agreement.*
- 22) The Parties hereto confirm that the present Settlement*



Agreement has been signed by them after going through and understanding the contents herein without any pressure or coercion from any corner whatsoever.

23) *The Parties agree and give undertaking to the Hon'ble Court to be bound by the terms and conditions agreed herein and also be held for contempt of court under the Contempt of Courts Act in case of violation of any of the agreed terms stipulated herein."*

4. All the parties are present in court and have duly been identified by the IO. Respondent no. 2 submits that he has entered the settlement voluntarily without any fear, force or coercion. He submits that other petitions have already been withdrawn or dismissed, and he has no objection if FIR bearing No. 1094/2022 dated 12.12.2022 registered at Police Station Mukherjee Nagar, Delhi for offences punishable under Sections 3(1), (R), (S) of the Scheduled Castes and Scheduled Tribes (Prevention of Atrocities) and all the proceedings emanating therefrom is quashed.
5. Since the dispute is predominantly matrimonial in nature and the parties have settled all the disputes amicably, in the interest of justice it would be better to put a quietus to the dispute. 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.
6. The mere fact that the offense is covered by a "special statute" would not prevent this Court from exercising its respective powers under



Section 482 Cr.P.C. when considering a prayer for quashing based on a compromise or settlement if the Court is satisfied that the underlying objective of the Act would not be contravened or diminished even if the felony in question goes without punishment. The Apex Court in **Ramavtar v. State of Madhya Pradesh**, (2021) SCC OnLine SC 966 while quashing a FIR registered under the SC/ST act *inter-alia* held that:

“15. Ordinarily, when dealing with offences arising out of special statutes such as the SC/ST Act, the Court will be extremely circumspect in its approach. The SC/ST Act has been specifically enacted to deter acts of indignity, humiliation and harassment against members of Scheduled Castes and Scheduled Tribes. The Act is also a recognition of the depressing reality that despite undertaking several measures, the Scheduled Castes/Scheduled Tribes continue to be subjected to various atrocities at the hands of upper-castes. The Courts have to be mindful of the fact that the Act has been enacted keeping in view the express constitutional safeguards enumerated in Articles 15, 17 and 21 of the Constitution, with a twin-fold objective of protecting the members of these vulnerable communities as well as to provide relief and rehabilitation to the victims of caste-based atrocities.

16. On the other hand, where it appears to the Court that the offence in question, although covered under the SC/ST Act, is primarily private or civil in nature, or where the alleged offence has not been committed on account of the caste of the victim, or where the continuation of the legal proceedings would be an abuse of the process of law, the Court can exercise its powers to quash the proceedings. On similar lines, when considering a prayer for quashing on the basis of a compromise/settlement, if the Court is satisfied that the underlying



objective of the Act would not be contravened or diminished even if the felony in question goes unpunished, the mere fact that the offence is covered under a 'special statute' would not refrain this Court or the High Court, from exercising their respective powers under Article 142 of the Constitution or Section 482 Cr.P.C.”

7. In view of the aforesaid judgment of the Hon'ble Supreme Court, the law with respect to the scope of the powers of the High Court to quash the FIR lodged under the “Special Statutes” is very well settled. In cases which predominantly arise out the private/civil disputes in nature, and the parties have arrived at a settlement, such cases can be quashed as the chances of conviction would be bleak and remote.
8. Taking into account the facts and circumstances of the present case, the case FIR No. 1094/2022 dated 12.12.2022 registered at Police Station Mukherjee Nagar, Delhi for offences punishable under Sections 3(1), (R), (S) of the Scheduled Castes and Scheduled Tribes (Prevention of Atrocities) Act, 1989 (in short SC/ST Act) and proceedings arising therefrom is hereby quashed.
9. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

AUGUST 11, 2023/Pallavi