



118-2 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-37664-2024 in/and
CRM-M-39077-2024
Date of decision: 19.09.2024

SAHIL SETHI

V/S

STATE OF HARYANA AND ANOTHER

...PETITIONER

...RESPONDENTS

CORAM: HON’BLE MR. JUSTICE HARPREET SINGH BRAR

Present: Mr. Parminder Singh, Advocate for the petitioner.
 Mr. Vikas Bhardwaj, AAG, Haryana.
 Mr. S.K.S. Bedi, Advocate for respondent No.2.

HARPREET SINGH BRAR, J. (ORAL)

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For the aforesaid reasons, present application stands allowed.
Main case is ordered to be taken on board today itself.

MAIN CASE

1. Prayer in the present petition filed under Section 528 of Bharatiya
Nagarik Suraksha Sanhita, 2023 (for short ‘BNSS’) is for quashing of FIR
No.684 dated 20.11.2017 under Sections 323, 34, 406, 498-A of the Indian
Penal Code, 1860 (for short ‘IPC’), registered at Police Station Yamuna Nagar
City, District Yamuna Nagar (Annexure P-1) and challan/final report under
Section 173 Cr.P.C. (Annexure P-9) as well as all the subsequent proceedings
emanating therefrom.
2. On 28.08.2024, learned counsel for the petitioner contended that
petitioner is ready to explore the possibility of some amicable settlement with
respondent No.2. As such, the matter was referred to Mediation and



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Conciliation Centre of this Court. The parties were directed to appear before the Mediation and Conciliation Centre of this Court on 09.09.2024 at 10:00 A.M.

3. In view of the above, petitioner and respondent No.2 have amicably settled their pending disputes amicably and they have executed a settlement agreement dated 09.09.2024, which is duly signed by father of the petitioner, respondent No.2 and her father and their respective counsels. Relevant part of the same is reproduced hereunder:

“xxx....xxx....xxx

8. The following settlement has been arrived at between the parties hereto:

a) Both the parties have agreed and accepted and acknowledged that they have already obtained divorce from each other.

b) That the parties to the settlement have agreed that the first party undertakes to pay total lump-sum maintenance of Rs.40,00,000/- (Rupees Forty Lacs only) to the second party (wife)- Khushboo Batra for herself and for the minor son Ryan, who accepts the same. This amount is towards the permanent alimony and the maintenance (past, present and future) of the second party and the minor son.

c) The amount of Rs.40,00,000/- (Rupees Forty Lacs only) shall be paid by the first party to the second party in the following manner:-

(i) it has been further agreed between the parties that the first installment of Rs.10,00,000/- (Rupees Ten Lacs only) will be paid by the first party to the second party in the form



of bank draft in the Hon'ble Court on the day of recording of statement/quashing of both FIRs as detailed above.

(ii) The second installment of Rs.10,00,000/- (Rupees Ten Lacs only) will be paid by the first party to the second party by way of RTGS in Account No.65034132854 State Bank of India, Industrial Area, Yamuna Nagar, IFSC Code-SBIN0050090 and thereafter, the second party shall prepare the F.D. in the name of minor Ryan till the minor son attain majority and the second party- mother shall be the nominee in the F.D.

(iii) The third installment of Rs. 10,00,000/- (Rupees Ten Lacs only) will be paid by the first party to the second party by the Bank Draft at the time of appearance and filing affidavit of consent for quashing/setting the order whereby passport of the first party was revoked and in this case, even further the second party consented that their counsel would represent her in the above case and give all co-operation and consent on her behalf for the quashing/setting aside the order of revocation of passport.

(iv) The fourth installment of Rs.10,00,000/- (Rupees Ten Lacs only) will be paid by the first party to the second party by way of Bank Draft at the time of withdrawing the Execution Application of grant of maintenance order dated 03.09.2022 pending before the Ld. Executing Court, Yamuna Nagar.

d) That the father of first party shall withdraw the petition under the Guardian and Wards Act pending before the Ld. Guardian Court at Yamuna Nagar.



- e) *It has been agreed between the parties that the second party shall have no objection of quashing of both FIRs stated above and order where passport was revoked. The second party for this purpose bound to make the statement in favour of the first party.*
- f) *The FIR stated above qua the father-in-law is already quashed by the Hon'ble High Court and the second party shall not further challenge to the order passed in CRM-M-38470 of 2018.*
- g) *The parties have further agreed and accepted that the minor son namely Ryan shall remain in absolute custody of his mother- Khushboo Batra (Second Party). Khushboo Batra (Second Party) shall be sole guardian of the minor child for all intents and purposes. Khushboo Batra (Second Party) shall be entitled to submit affidavit if so required for the admission, passport, driving licence, Aadhar Card, ration card, bank account or any other document/certificate as sole guardian. She shall be entitled to submit a copy of the present settlement in token of the same.*
- h) *The parties have further agreed that the first party and his parents shall not claim visitation rights to meet the minor son Ryan in future.*
- i) *Both the parties have mutually agreed to withdraw all the cases including complaints, if any, filed against each other or their family members and any other complaint/case filed by either of the parties before any court of law or any authority in view of this Settlement/Agreement by the parties.*
- j) *That the present settlement/agreement will be full and final and no further claim for any alimony/maintenance and Estridhan and movable/immovable property of the first party will be claimed by the second party for herself or on behalf of the minor son in any Court of Law.*



k) That the first party undertakes to hand over the documents, DMCs, whatever documents/medical record belongs to the second party and minor son to the second party at the earliest.

9. By signing this Settlement-Agreement the parties hereto state that they have no further claims or demands against each other with respect to the suit/claim/proceedings filed by either of the parties and all the disputes and differences in this regard have been amicably settled by the parties hereto through the process of Conciliation/Mediation and shall not institute any other case against each other with reference to the present dispute.

10. That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future and no party shall file any further litigation against each other arising out of the present matrimonial dispute. It has been mutually agreed by both the parties that if any complaint/case is pending before any competent court of law/authority, which is not in the knowledge of either of the parties shall also stand withdrawn.

If the first party backs out from the terms of the present settlement, the amount so paid by the first party shall be forfeited and the second party is at liberty to take appropriate recourse of law. In the same manner, if the second party backs out from any terms of the present settlement, then in that case, she is liable to pay back the amount she has received and the first party is at liberty to take appropriate recourse of law as available to him. In case either of the parties back out from the terms and conditions as stated above, then all the cases that were pending shall be got revived.

11. That the parties to this settlement-agreement hereby state that they have read the settlement-agreement, that they have understood the contents thereof and their execution of settlement-agreement is voluntary.



12. *With the execution of this settlement-agreement, each signatory acknowledges receipt of fully executed duplicate/original of this settlement-agreement.*

13. *That it has been further agreed between the parties that in case of necessity, both the parties shall be free to present the copy of the above compromise before any authority or Court if the same is required to witness the execution of the compromise or to settle any pending controversy between the parties.*

14. *The contents of this settlement-agreement have been read over and explained to both the parties in their own language and they have understood the same and in token of its acceptance, both the parties have put their signatures in presence of their counsels.*

15. *The self attested photo copies of Aadhar Cards of both the parties are attached herewith.”*

4. As per the settlement, a sum of Rs.40 lacs as maintenance towards permanent alimony (past, present and future) is to be paid to respondent No.2 and her son and out of the settled amount of Rs.40 lacs, a demand draft of Rs.10 lacs has been handed over to learned counsel for respondent No.2 in the Court itself. Photocopy of the same is retained on record. Registry is directed to tag the same at the appropriate place. Out of the balance amount of Rs.30 lacs, an amount of Rs.20 lacs has already been paid by way of RTGS (Real Time Gross Settlement) in the account of respondent No.2 and only an amount of Rs.10 lacs remains to be paid, which will be paid today itself before a Co-ordinate Bench of this Court, where matter between the parties is pending and both the parties, through their counsels, have undertaken to abide by the terms and conditions of the settlement agreement dated 09.09.2024.

5. In view of the above settlement and the ratio of law laid down by



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the Hon’ble Supreme Court in *Narinder Singh and others vs. State of Punjab and another, (2014) 6 SCC 466, Ramgopal and another Vs. State of Madhya Pradesh 2021 SCC OnLine SC 834* and *Shakuntala Sawhney (Mrs) Vs. Kaushalya (Mrs.) and others (1980) 1 SCC 63* and Full Bench of this Court in *Kulwinder Singh Vs. State of Punjab 2007 (3) RCR (Crl.) 1052*, this petition is allowed and FIR No.684 dated 20.11.2017 under Sections 323, 34, 406, 498-A of the Indian Penal Code, 1860 (for short ‘IPC’), registered at Police Station Yamuna Nagar City, District Yamuna Nagar (Annexure P-1) and challan/final report under Section 173 Cr.P.C. (Annexure P-9) and all consequential proceedings arising out of the same are quashed, qua the petitioner.

September 19, 2024
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(HARPREET SINGH BRAR)
JUDGE

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|------|---------------------------|--------|
| (i) | Whether speaking/reasoned | Yes/No |
| (ii) | Whether reportable | Yes/No |