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

+ CRL.REV.P. 103/2020, CRL.M.A. 2409/2020 (Stay) &
CRL.M.A. 2411/2020 (Additional Evidence on record).

RAJENDRA KRISHN SHARMA Petitioner

Through: Mr. Subhro Sanyal, Advocate.
versus

RITA SHARMA Respondent

Through: Mr. Harshit Jain, Advocate (through
VC).
Respondent no. 2 in person.

CORAM:

HON'BLE MR. JUSTICE AMIT SHARMA

ORDER

11.03.2024

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1. The present petition under Section 397 read with Section 482 of the Cr.P.C. seeks the following prayers:

“i. Quash and set aside the impugned order dated the order dated 18th November, 2019 passed by the Principal Judge Family Court (South) in M.No.50 of 2018 entitled as Rita Sharma versus Rajinder Krishan Sharma after examining the legality, validity, propriety and correctness of the impugned order;

ii. To Call for the records and proceedings of M.No.50 of 2018 Entitled as Rita Sharma Versus Rajinder Krishan Sharma pending before Principal Judge Family Court (South);

iii. To pass such other orders and directions as this Hon'ble court may deem fit and proper in view of the facts and circumstance of the present case;”

2. Learned Counsel appearing on behalf of the petitioner, who appears in person, submits that the matter has been settled between the parties before Delhi High Court Mediation and Conciliation Centre, *vide* settlement agreement dated 29.01.2024 (copy of the same has been handed up in Court



today and is taken on record). The terms of the said settlement agreement read as under:

“i. The First Party shall pay to Second Party an amount of Rs.20,00,000/-(Rupees Twenty Lakhs Only) in full and final settlement towards all the claims of the Second Party including maintenance, including arrears of maintenance, alimony, stridhan if any means of a banker's cheque.

ii. The said amount of Rs. 20,00,000/- shall be paid to the Second Party before the Hon'ble High Court of Delhi on 12.02.2024 when the present Settlement shall be placed before the Hon'ble Court of passing appropriate orders pursuant to the present settlement in the course of the Crl. Rev. Petition. On receipt of the sum of Rs. 20,00,000/- all the claims of the Second Party against the First Party towards maintenance, including arrear of maintenance, dowry articles, alimony, stridhan etc. shall stands fully satisfied.

iii. On the signing of the Settlement the parties shall file a petition for dissolution of marriage by a decree of divorce by mutual consent. Both the parties undertake to co-operate with each other and shall sign all documents, petitions(s), affidavits and any other undertaking(s) in order to see that their marriage may be dissolved by a decree of divorce by mutual consent. The proceedings for grant of divorce by mutual consent shall be filed within the statutory period provided under the Hindu Marriage Act. The parties agree that they shall file the petition for dissolution of marriage and the First Motion shall be filed within one month from the date of signing of the present Settlement Agreement. They also agree that the Second Motion Petition for dissolution of marriage shall be instituted within the statutory period or may file an application for waiver of six months period provided under the Hindu Marriage Act.

iv. The Second Party has filed a Petition under Section 125 CR.P.C. as stated above, in which the impugned Order challenged under the present petition has been filed. On receipt of the amount of Rs.20,00,000/-, as aforesaid, the Second Party undertakes to unconditionally withdraw her petition under Section 125 CR.P.C. within a period of one month from the date of receipt of the said amount and shall also make appropriate statement before this Hon'ble Court in the course of the Crl. Rev. Pet. pending before this Hon'ble Court for disposal of the said said Cri. Rev. petition in the light of the above undertaking.

v. The Parties represent that besides the petition filed by the Second



Party for grant of maintenance u/s 125 Cr. P.C. there are no other legal proceedings pending between the parties.

vi. The parties agree that they shall not file any kind of Criminal proceedings, police complaint, suit or any proceedings before any court or any authority against each other at any time in future. Any complaint which may be pending shall be withdrawn by the complainant.

vii. The parties have understood that the violation of any breach of any of this settlement or withdrawing from prosecuting the petition for grant of divorce by mutual consent shall rendered them.

viii. By signing this agreement the parties hereto state that they have no further claim or demands against each other and all the disputes and differences have been amicably settled by the parties hereto through the process of mediation.

ix. That both the parties agree that both parties shall not interfere in the life of each other and both, the First party and Second Party, shall be free to chart their own course of life.

x. The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at the Settlement Agreement in the presence of the Mediator.”

3. As per the said settlement agreement, an amount of Rs. 20,00,000/- was to be paid by the petitioner to the respondent no. 2.

4. Two demand drafts bearing DD no. 704663, dated 06.02.2024 and DD No. 704664, dated 07.02.2024 for Rs. 10,00,000/- each, drawn on Punjab National Bank, Bachhraj Road, Wardha, Maharashtra, 442001 have been handed over to respondent no. 2 in court today, who appears in person, and acknowledges the receipt of the same.

5. In view of the above, learned counsel for the petitioner seeks leave to withdraw the present petition.

6. Leave granted.

7. The present petition is dismissed as withdrawn and disposed of accordingly.

8. The parties shall abide by their reciprocal obligations as per aforesaid



settlement agreement.

9. Pending application(s), if any, also stand disposed of.

AMIT SHARMA, J

MARCH 11, 2024/bsr