



\$~5

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CRL.M.C. 2998/2024, CRL.M.A. 14246/2024, CRL.M.A.
14247/2024

PUNDREEK SEMWAL & ANR.Petitioners

Through: Mr. Bhumit Solanki, Adv. With
petitioners.

versus

STATE NCT OF DELHI & ANR.Respondents

Through: Mr. Digam Singh Dagar, APP for the
State.
Mr. Ghanshyam Mishra, Mr. Nilendra
Vatsyayan, Mr. Swetabh, Advs. with
R-2.

CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER
10.07.2024

%

1. The present petition has been filed under Section 482 Cr.P.C. seeking quashing of FIR No. 478/2018 under Section 498A/406/34 IPC registered at PS Amar Colony, Delhi.
2. Learned counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 02.03.2012 in accordance with the Hindu Rites and Ceremonies and no child was born out of the said wedlock. However, on account of temperamental differences and mental incompatibility, the parties started living separately and instituted multiple litigations against each other and their respective



families including the present FIR.

3. Learned Counsel further submits that during the pendency of the proceedings, the parties have resolved their disputes amicably, and in furtherance thereof, they have entered into a settlement agreement/Memorandum of Understanding dated 13.09.2021.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved.
5. Furthermore, the Learned Counsel for the petitioners submits that since the parties have resolved all their differences amicably, therefore, it would be in the interest of justice to quash FIR No. 478/2018 dated 01.11.2018 registered under Section 498A/406/34 IPC at PS Amar Colony, Delhi and all the other proceedings emanating therefrom.
6. I have gone through the settlement agreement/Memorandum of Understanding dated 13.09.2021 which has been placed on record. The settlement agreement/Memorandum of Understanding provides for the following terms and conditions:

“1. That the parties have now mutually agreed that they will file joint petitions under section 13(B)(1) & 13(B)(2) of Hindu Marriage Act for dissolution of their marriage by mutual consent.

2. That the parties have mutually agreed that they shall file the joint petition u/s 13(B)(1) of Hindu Marriage Act, 1955 within one week of execution of the present agreement.

3. That the parties have further mutually agreed that they shall file the joint petition U/s 13(B)(2) of Hindu Marriage Act, 1955 along with the requisite application for waiver of 6 months period within 2 weeks of grant of first motion u/s 13(B)(1) of Hindu Marriage Act, 1955 and recording of the requisite statements of both the parties before the concerned



family court.

4. That the parties have further mutually agreed that the First Party shall withdraw his petition filed under Section 13(1)(ia) of the Hindu Marriage Act, 1955 being HMA 1798/2018 which is pending adjudication before the Court of Sh. Sandeep Yadav, Ld. Judge, Family Courts, South East District, Saket Courts, Delhi on the next date of hearing or whenever permitted by the concerned Hon'ble Court by making an appropriate statement before the concerned court for the withdrawal of the same.

5. That the parties have further mutually agreed that after the Decree of Divorce has been granted by the Ld. Family Court, Delhi, the First Party. shall move an appropriate petition before the Hon'ble High Court of Delhi for quashing of the FIR bearing FIR No. 478/2018 U/s 498A/406/34 IPC P.S. Amar Colony, Delhi within 3 weeks of the same and the Second Party shall facilitate/assist by signing and handing over the requisite documents/photographs to the First Party and shall further give her NOC/statement for quashing of the same against the First Party and his family members before the Hon'ble High Court of Delhi.

6. That the First Party has agreed to pay a sum of Rs. 19,00,000/-(Rupees Nineteen Lakh Only) in total to the second party as full and final settlement of all her claims towards Istridhan, Permanent Alimony and Maintenance past, present and future.

7. The aforesaid amount will be paid in three installments in the following manner:

a) A sum of Rs. 6,00,000/- (Rupees Six Lakh only) shall be paid by the First Party to the Second Party by way of Demand Draft in the name of Mansi Tiwari payable at Delhi at the time of recording of her statement in the first motion of divorce by mutual consent before the Ld. Family Court Judge, Delhi in the petition to be filed jointly u/s



13(B)(1) of Hindu Marriage Act, 1955;

b) A further sum of Rs. 6,00,000/- (Rupees Six Lakh only). shall be paid by the First Party to the Second Party by way of pay order/Demand Draft in the name of Mansi Tiwari payable at Delhi at the time of recording of the statement in the second. motion of divorce by mutual consent before the Ld. Family Court Judge, Delhi in the petition to be filed jointly u/s 13(B)(2) of Hindu Marriage Act, 1955.

c) A further sum of Rs. 7,00,000/- (Rupees Seven Lakh only) shall be paid by the First Party to the Second Party by way of pay order/Demand Draft in the name of Mansi Tiwari payable at Delhi at the time of recording of the statement of the Second Party before the Hon'ble High Court of Delhi, giving her NOC for quashing of the FIR No. 478/18 U/s 498A/406/34 IPC P.S. Amar Colony, Delhi.

8. It is mutually agreed by the parties that in case the First Party fails to timely comply with clauses under para 1, 2, 3, 4, 5 and 6, the Second Party shall be at liberty to forfeit the amount already paid in terms of para 7 till then and initiate appropriate proceedings against the First party for revival of her complaints/cases and would be at liberty to initiate appropriate legal proceedings/action against the First Party. It is further agreed that in case the Second Party fails to comply with the terms under para 1, 2, 4 and 5 after receiving the amount as mentioned in any of the sub clauses of para 7, the Second Party shall be liable to pay double the amount received from the First Party till then as per the agreement, and the First Party shall be at liberty to initiate appropriate legal proceedings against the Second Party in respect of default of the same as per this memorandum of understanding.

9. That the Second Party also undertakes to withdraw all the cases/complaint/petition, if any, and further states and undertakes not to file any case/complaint/suit against the First Party and his family members in future before any



court of law or any other authority. Similarly, the First Party also states and undertakes that he shall also not file any complaint/proceedings against the Second Party or her family and shall withdraw the same if any are pending before any authority/court etc.

10. That on receipt of the aforesaid payment in terms of para 6 and 7 by the Second Party, and compliance of other terms and conditions of this memorandum of understanding, both the parties shall be left with no claims, rights, interests etc. against each other in respect of any assets, movable or immovable owed or possessed by them or to be owned or possessed by them or their family members at any point of time.

11. That since the parties have resolved and sorted out all disputes amongst them out of their free will and without any pressure from any corner; they shall live separately without having any grudge and complaint against each other. The parties shall live their independent lives without any interference or involvement of each other.

12. That in terms of the aforesaid memorandum of understanding all the disputes between the parties stand resolved in all respect and if any of the parties have already initiated any proceedings which have not been mentioned, the same shall be deemed to have been withdrawn.

13. That both the parties have undertaken to remain bound by the terms and conditions of the settlement.

14. The present agreement in being executed in duplicate originals in English. Both the parties shall receive and retain a copy of the same with themselves."

7. The petitioner has handed over demand drafts in the court today bearing No. 553909 amounting to Rupees Five Lakhs Fifty Thousand only in the name of Mansi Tiwari drawn from Punjab National Bank



and demand draft bearing NO. 553910 amounting to Rupees Five Lakhs Fifty Thousand only in the name of Mansi Tiwari drawn from Punjab National Bank to the respondent.

8. It is settled that the inherent powers under section 482 of the Code are required to be exercised to secure the ends of justice or to prevent abuse of the process of any court. Further, the High Court can quash non- compoundable offences after considering the nature of the offence and the amicable settlement between the concerned parties. Supreme Court and this Court have repeatedly held that the cases arising out of matrimonial differences should be put to a quietus if the parties have reached an amicable settlement. Reliance may be placed upon: ***B.S. Joshi v. State of Haryana***, (2003) 4 SCC 675; ***K. Srinivas Rao v. D.A.Deepa***, (2013) 5SCC 226; ***Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another***, 2019 SCC OnLine Del 8179.
9. Both parties are present in court and have duly been identified by the IO. Respondent No. 2 submits that she has entered the settlement voluntarily without any fear, force, or coercion. She has no objection if FIR No. 478/2018 dated 01.11.2018 registered under Section 498A/406/34 IPC at PS Amar Colony, Delhi and all the other proceedings emanating therefrom are quashed.
10. Taking into account the totality of facts and circumstances of the case, this court considers that the parties have entered into an amicable settlement out of their own free will, without any fear, force or coercion and they should be given an opportunity to lead their lives peacefully. No purpose will be served in continuing with the trial.
11. In view of the above, FIR No. 478/2018 under Section 498A/406/34



IPC registered at PS Amar Colony, Delhi and all other proceedings emanating therefrom are quashed.

12. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

JULY 10, 2024/AR..