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

+ **CRL.M.C. 3232/2024**

SATPREET CHAWALA & ORS.

.....Petitioners

Through: Ms. Raveesha Gupta, Mr. Ravinder Singh, Mr. Dhruv Goel, Advs. with petitioners.

versus

THE STATE GOVT OF NCT OF DELHI AND ANR

.....Respondents

Through: Mr. Digam Singh Dagar, APP for State and Insp. Raj Kumar, SI Karan Singh, PS Lodhi Colony.
R-2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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20.08.2024

CRL.M.A. 24509/2024

1. The present application has been filed under Section 482 Cr.P.C. on behalf of petitioner No.1 to place on record the affidavits in terms of the order passed by this court.
2. Learned counsel submits that they have filed the affidavits.
3. Let the affidavits be brought on record.
4. In view of the above, the application stands disposed of.

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5. The present petition has been filed under Section 482 Cr.P.C. for quashing of FIR No. 211/2021 dated 18.11.2021 registered under



Section 498A/323/34 IPC at PS Lodhi Road and all the other proceedings emanating therefrom.

6. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 18.02.2007 in accordance with the Sikh Rites and Ceremonies and two child namely Sahej Chawla and Biraaj Chawla were born out of the said wedlock on 05.11.2008 and 15.10.2014 respectively. 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.
7. 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 dated 27.09.2023.
8. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 05.06.2024 as per law.
9. 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. 211/2021 dated 18.11.2021 registered under Section 498A/323/34 IPC at PS Lodhi Road and all the other proceedings emanating therefrom.
10. I have gone through the settlement deed dated 27.09.2023 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. That following pending adjudications between the



parties to settlement deed are as under:

a. That First Party filed the Divorce petition against the second party before the Principal Judge, Family Court, South-East District, Saket Courts, New Delhi bearing HMA. no. 646/2021 as per the provisions of Hindu Marriage Act, 1955, titled as Satprit Chawla versus Gaganpreet Kaur.

b. That the first party filed the Guardianship Petition for the custody/visitation of minor son namely master Biraaj Chawla against the second party before the Principal Judge, Family Court, South-East District, Saket Courts, New Delhi bearing GP. no. 34/2022 titled as Satprit Chawla versus Gaganpreet Kaur under the relevant provisions of Guardianship & Wards Act, 1890 r/w Hindu Minority & Guardianship Act, 1956.

c. That the first party filed the criminal miscellaneous application bearing no. Misc Crl. 339 of 2022 under section 340 of Code of Criminal Procedure, 1973 before Chief Metropolitan Magistrate, South-East District, Saket Court, New Delhi titled as Satprit Chawla versus Gaganpreet Kaur&Anr.

d. That the complaint case bearing CT case no. 422/2021 is filed by the second party against the first party, his brother and parents before Chief Metropolitan Magistrate, South-East District, Saket Court, New Delhi titled as Gaganpreet Kaur versus Satprit Chawla and Ors. under the relevant provision of The Protection of Women from Domestic Violence Act, 2005. "hereinafter his brother and parents referred as 'others' ".

e. That the second party also filed criminal complaint before the CAW cell, Malviya Nagar, New Delhi which later on was converted into an FIR bearing no. 211/2021 against the First Party and others.

f. In event any case or complaint is filed by either of the parties which is not specified in the above agreement, shall



be deemed to be withdrawn or in case not withdrawn, either party shall execute the necessary document(s) when required by other party without any excuse or demur.

2. That it is now mutually agreed between the parties that first party i.e. Husband shall pay the total sum of Rs. 25,00,000/- (Rupees Twenty-Five Lakhs only) to the second party and a sum of Rs 20,00,000/- (Rupees Twenty Lakhs only) to minor ward Master Biraaj Chawla. The amount of Rs.25,00,000/-(Twenty Five lacs) and Rs.20,00,000/- (Rupees Twenty Lakhs only) i.e. total Rs. 45,00,000/- (Rupees Forty-Five Lakhs only) hereinafter called the" Settlement Amount". It is pertinent to here mention that the above mention Settlement Amount is splits in two classification which are as under: -

i. Rs. 25,00,000/- (Rupees Twenty-Five Lakhs only) shall given to the Second party in her name only in the form of Demand draft/ pay order or cheque.

ii. Rs. 20,00,000/- (Rupees Twenty Lakhs only) shall given to the second party in the name of Master Biraaj Chawla in the form of Fixed Deposits.

3. That the First Party shall furnish the Fixed Deposit of Rs. 20,00,000/- (Rupees Twenty Lakhs only) in the name of Master Biraaj Chawla and all the interest/benefit arising from this concerned fixed deposit shall only be use for the sole purpose of wellbeing of the minor i.e. Master Biraaj Chawla - Maturing when Master Biraaj Chawla attain the age of Majority i.e. 18 years. That in this said fixed deposit both the parties to this settlement deed are the sole beneficiary i.e. Nominee and the first party undertakes that he shall provide the phone number and email ID of the second party to the appropriate authority i.e. Bank so that both the parties can transparently see the statement of the said fixed deposit conveniently. That the classification of the said fixed deposit for Master Biraaj Chawla are reflected hereinafter in this concerned settlement deed in para no. 6.



4. That in addition to the above, the First Party shall furnish the Fixed Deposit of Rs. 20,00,000/- (Rupees Twenty Lakhs only) in the name of Master Sahej Chawla at/ before the completion of all the stages which ends at the second motion statement and all the interest/benefit arising from this concerned fixed deposit shall only be use for the sole purpose of wellbeing of the minor i.e. Master Sahej Chawla - Maturing when Master Sahej Chawla attain the age of Majority i.e. 18 years. That in this said fixed deposit both the parties to this settlement deed are the sole beneficiary i.e. Nominee and the First Party undertakes that he will provide the phone number and email ID of the second party to the appropriate authority i.e. Bank so that both the parties can transparently see the statement of the said fixed deposit conveniently.

5. That if the First Party fails to furnish the fixed deposit in the name of Master Sahej Chawla at or before the stage specified in the preceding para then he shall be liable to compensate the second party in an adequate sum of Rs.25,00,000/- (Rupees Twenty-Five Lakhs only) to the Second Party. That this concerned sum of Rs. 25,00,000/- (Rupees Twenty-Five Lakhs only) does not have any connection/relevancy with respect to the settlement amount i.e. Rs. 45,00,000/- (Rupees Forty-Five Lakhs only).

6. That the classification, the manner in which the Settlement Amount is to be given reflects hereinafter.

A. That after signing of the instant Settlement Deed within a period of 10 days the Guardianship petition bearing no. 34/2022 is withdrawn in accordance with the terms of this Settlement Deed. The first party shall pay an amount of Rs. 5,00,000/- (Rupees Five Lakhs only) to the second party out of her amount specified above i.e. Rs. 25,00,000/- (Rupees Twenty-Five Lakhs only) & shall furnish a FD of Rs. 5,00,000/- (Rupees Five Lakhs only) in the name of Master Biraaj Chawla in the form of Fixed Deposit out of respective his sum of Rs. 20,00,000/- (Rupees Twenty Lakhs



only) from the total "Settlement Amount". That both parties are the sole beneficiary of the said Fixed Deposit i.e. Nominee.

B. That within 10 days from the withdrawal of the above case the first party i.e. the Husband withdraws the Divorce petition bearing no. 646/2021 pending adjudication before Principal Judge, Family Court, South-East District, Saket Court, New Delhi, first party forthwith before the same Hon'ble Court shall pay Rs. 5,00,000/- (Rupees Five Lakhs only) to the second party out of her total sum i.e. Rs. 25,00,000/- (Rupees Twenty-Five Lakhs only) & shall also pay Rs. 5,00,000/- (Rupees Five Lakhs only) to the second party in form of Fixed Deposit in the name of the Master Biraaj Chawla. out of the total "Settlement Amount"

C. That within a period of 10 days from above clause the application under section 340 Code of Criminal Procedure, 1973 will be withdrawn by the first party then he shall pay Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) to second party out of respective sum i.e. Rs. 25,00,000/- (Rupees Twenty-Five Lakhs only) & shall also forthwith pay Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) to the second party in form of Fixed Deposit in the name of Master Biraaj Chawla. out of the total "Settlement Amount"

D. That within a period of 10 days from the above clause withdrawal the Complaint case bearing no. 422/2021 is withdrawn by the second party then the first party shall pay a total sum of Rs. 1,00,000/- (Rupees One Lakh Only) to the second party in the form of Fixed Deposit out of her respective sum specified above i.e. Rs. 25,00,000/- (Rupees Twenty-Five Lakhs only) & shall also forthwith first party pay the sum of Rs. 1,00,000/- (Rupees One Lakh Only) to the second party in form of Fixed Deposit in the name of Master Biraaj Chawla. The Second Party shall hand over the vacant and peaceful possession, thereby removing all her belongings, from one room which is under her possession pursuant to the order passed in the said case to



the First Party.

E. That within a period of 10 days from the above clause and at the time recording of statement of First Motion under section 13-B(1) of Hindu Marriage Act, 1955 the first party shall pay the 5,00,000/- (Rupees Five Lakhs Only) to the second party in the form of Fixed Deposit out of her respective sum specified above i.e. Rs. 25,00,000/- (Rupees Twenty-Five Lakhs only) & shall also forthwith first party pay the sum of Rs. 5,00,000/- (Rupees Five Lakhs Only) to the second party in form of Fixed Deposit in the name of Master Biraaj Chawla out of the total "Settlement Amount"

F. That within a period of 10 days from the above and at the time of Quashing of F.I.R. in the Hon'ble High Court of Delhi the first party shall pay the sum of Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) to the second party in the form of Fixed Deposit out of her respective sum specified above i.e. Rs. 25,00,000/- (Rupees Twenty-Five Lakhs only) & shall also forthwith first party pay the sum of Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) to the second party in form of Fixed Deposit in the name of Master Biraaj Chawla. out of the "Settlement Amount"

G. That within a period of 20 days the above, the parties shall file the necessary application for waiver of statutory period as well as at the time of recording of statement of Second Motion under section 13-B(2) of Hindu Marriage Act, 1955 the first party shall pay the 5,00,000/- (Rupees Five Lakhs Only) to the second party in the form of Fixed Deposit out of her respective sum specified above i.e. Rs. 25,00,000/- (Rupees Twenty-Five Lakhs only). out of the "Settlement Amount"

7. That the time period specified above i.e. 10 days in para no. 6 are in relation to the presentment of the appropriate application or for taking the other necessary steps required for the withdrawal of the concerned suits/petition/application/complainant only.



8. That both parties have agreed and decided that the custody of both children shall be remain with their respective parties i.e. Biraaj Chawla with Gaganpreet Kaur and Sahej Chawla with Satprit Chawla. However in case either of the parties decides to get married or start living with another person, the custody of the respective ward shall automatically shift to the other party and the respective party shall handover the ward to the other party, however, the party getting married has the option to file a petition seeking custody of the ward as the wishes of the child is the paramount consideration at the time of shifting of the custody of the concerned minor to another party to this settlement deed.

9. Both the parties undertake provide details school log in application to each other at the time of signing of agreement. In case the said facility is not available or upon change of school both the parties undertake to inform each other with regard to welfare, upkeep and school report of respective children in their custody by providing email ID and Phone number of the other party to this settlement deed to the school of another minor which is not in the custody of that party as per the content of the preceding para i.e. para no. 8. That the First party will provide the phone no. and email ID of the second party to Master Sahej Chawla School and, accordingly the second party provide the phone number and email ID of the First party to Master Biraaj Chawla School. Further, both party to this settlement deed undertakes that they provide the details of other party to the respective school for the purposes of attending PTM and other activities. The email ID and the phone number of the parties to this settlement deed are mentioned hereinafter: -

A. satpritchawla@gmail.com & 9899549907 (First Party)

B. preeti 17libran@gmail.com & 9873089085 (Second Party)

10. Both parties agree and understand that they will keep the



other party informed with regard to the minor ward about its health and incase of travel and whereabouts. Both the parties undertake not the change the father/ mother's name in the records/ id proof of their respective minor wards.

11. That the Second Party agrees and undertake to keep the First Party informed and updated with regard to the usage of the amount which accrued by way of interest on the FD to ensure that the same is used only for the welfare of the minor ward and not misused in any way.

12. That both parties undertake to abide with the visitation plan, wherein both the parties shall ensure that both parties i.e. First Party shall ensure Sahej Chawla meets his mother i.e., the Second Party. Similarly, the Second Party shall ensure that the minor ward Master Biraaj Chawla shall meet his father i.e. First Party once in a month at The Great India Place or any mall in the same vicinity for a period of 2 hours, where the parties as well as the children can meet and enjoy their company. Both parties in order to maintain a healthy relation between the children, shall not pollute the mind of the children and encourage their respective wards for visitation. In addition to the above the parties shall ensure that both children as well as the parties speak to other each ward by way of WhatsApp/ video conference in every 15 days between 6-7 PM. The details of the phone number of the parties to this settlement deed are same for the purpose of this concerned para i.e. for Video conference. That in order to ensure that visitation of parties are duly abided both parties undertake not to change their place of residence in near future.

13. That further both parties agrees that the wishes of the minor children are prime and in case the said child is not agreeable for visitation the First Party or Second Party shall not force the child for visitation.

14. That the Second Party agrees and undertakes that post the payment of the above amount of Rs 25,00,000 (Rupees



Twenty-Five Lakhs only) to the Second Party and Rs 20,00,000/- (Rupees Twenty Lakhs only) to Master Biraaj the First Party, no amount is liable to be paid by the First Party to the Second Party or minor ward for their welfare, upkeep, education or marriage etc. the said amount of Rs 25,00,000 to the Second Party and Rs 20,00,000/- to Master Biraaj is full and final amount to be paid and no further amount is liable to be paid by the First Party, neither the Second Party or minor ward shall ever claim any amount from the First Party except the amount in case of breach of the terms of this settlement deed specified in clause i.e. para no. 5 & 30.

15. That nothing remains due towards the second party with respect to any articles, istridhan etc. and First party shall never claim anything from the second party as all the disputes have been amicably settled to the satisfaction of all the parties.

16. That both the parties agree and acknowledge that any violation of terms of present Settlement Deed by either party will amount to contempt of court and the breaching party shall be liable for punishment under the Contempt of Court Acts, 1971 except for filing of the petition seeking custody of the minor ward.

17. The parties agree and undertake not to file any case (civil and criminal) and/or complaint against each other and/or their family members in near future except in case of breach of the terms of this present settlement deed and or to post any thing in social media.

18. That both the parties agree and undertake that they shall be bound by the terms and conditions stipulated in the present Settlement Deed.

19. That the present settlement deed has been made and executed with mutual consent, free will & wish and sound mind of both the parties & without any force, coercion, pressure, undue influence from each other or from any third



party. The contents of the present settlement deed have been read over in vernacular language and the parties have understood and are satisfied with the same.

20.Both the parties agreed that if any of the Parties shifts its residence along with his/her son, he/she will give the other party his/her new address within a period of 7 days and other Party will not go to the same locality.

21.Both the parties also agreed that in case of any plan by any party to go out of NCR for picnic and tour/sight-seen etc. along with the children, one day before the said travel to other party of the same and the other party will not go to the same place where the other party has gone.

22.It was also agreed by both party that in case any of the children fall ill and required hospitalisation, the concerned party will immediately give the details of the illness and about the hospital to the other party.

23. That both parties expressly agrees and consent that in case of any default arising out of the present settlement, only the courts at Saket and Gautam Buddh Nagar shall have sole and exclusive jurisdiction to deal and interpret the present settlement. No party shall file any case in any other jurisdiction than specified above i.e., Delhi High Court and Saket Courts.

24. That if either party to this present Settlement Deed breach the terms of this concerned settlement deed at any stage, then it shall compensate the other party in a adequate amount of Rs. 30,00,000/- (Rupees Thirty lakhs Only) for causing the wrongful loss in addition to the settlement amount.

25. That it is further agreed that the contents of the agreement are binding on both the parties to this settlement deed.

26. That the agreement has been read over to the parties,



explained to them in vernacular and understood by them before signing the same.

27. That all the parties agree that they have no claim, dispute or grievances between themselves or against each other and all their disputes stand resolved permanently. All the parties represent and declare that they have not filed any case against each other arising out of the instant case apart from what has been stated above.”

11. The total settlement amount in terms of settlement deed dated 27.09.2023 is Rs. 45,00,000/- which has already been paid to respondent No.2. Respondent No. 2 states that she has received the entire settlement amount.
12. 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.
13. 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 submits that other petitions have already been withdrawn or dismissed. And since the



marriage between the parties has also been dissolved as per law, she has no objection if FIR No. 211/2021 dated 18.11.2021 registered under Section 498A/323/34 IPC at PS Lodhi Road and all the other proceedings emanating therefrom are quashed.

14. 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.
15. In view of the above, FIR No. 211/2021 dated 18.11.2021 registered under Section 498A/323/34 IPC at PS Lodhi Road and all the other proceedings emanating therefrom are quashed. However, the settlement deed entered into between the parties shall not affect the the legal rights, title, and interest of the child namely Sahej Chawla and Biraaj Chawla born out of the said wedlock on 05.11.2008 and 15.10.2014 respectively, in any manner. Child namely Sahej Chawla and Biraaj Chawla shall be at liberty to pursue their legal rights in accordance with law.
16. The present petition along with all the pending applications stand disposed of.
17. Next date fixed i.e., 12.09.2024 stands cancelled.

DINESH KUMAR SHARMA, J

AUGUST 20, 2024/AR/NA..