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

+ **CRL.M.C. 3719/2024**

PRIYANK SUKHIA & ANR.

.....Petitioners

Through: Mr. K.K.L. Gautam and Ms. Vaishali Nariyala, Advocates for P-1 with Petitioner No.1 in-person.

versus

STATE (GOVT. OF NCT OF DELHI) & ANR.Respondents

Through: Mr. Shoaib Haider, APP for the State.
Ms. Hansleen Singh Sodhi, Advocate for R-2 with Respondent No.2 in-person.
SI Hanspreet Singh and SI Gurucharan Singh, PS Timarpur.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **19.07.2024**

1. The present petition has been filed for quashing FIR No.217/2021 dated 02.07.2021 registered at Police Station Timarpur for offences under Section 498A, 406, 34 IPC on the ground that the parties have amicably settled their disputes. The present proceedings arise out of a matrimonial dispute between the parties.

2. The principal ground on which the present petition has been filed is that the parties have amicably resolved their disputes by entering into a Memorandum of Understanding dated 09.10.2023. The said MoU is being reproduced in its entirety and the same reads as under:



“CERTIFICATE NO. IN-DL7822880049364v

**MEMORANDUM OF SETTLEMENT DEED OF
COMPROMISE**

*This Deed of Compromise is made at Delhi on this
09th day of October 2023,*

BETWEEN

**SH. PRIYANK SUKHIA S/O SH. PRADEEP SUKHIA
R/O G-59 LOP, PREM NAGAR, NEAR KABIR
ASHRAM, NAJAFGARH, PAPRAWAT, SOUTH WEST
DELHI, PAPRAWAT, DELHI-110043 (herein after
referred as FIRST PARTY)**

AND

**SMT. NEHA SUKHIA W/O SH. PRIYANK SUKHIA
D/O SH. ASHOK PAHWA R/O B-293, SECOND
FLOOR, NEHRU VIHAR, DELHI-110054 (herein after
referred as SECOND PARTY)**

*The Expression of the "First Party" and "Second
Party" Shall mean and include their respective legal
Heirs, Successors, Executor Administrators, Nominees,
Representatives, Assignees, etc.*

*AND WHEREAS, after the solemnization of their
marriage on 18.11.2010 according to Hindu Rites and
Ceremonies both the Parties went to their matrimonial
home and where the marriage was duly consummated
between the parties, and was blessed by female child
namely Pakhi on 04.12.2013 from the said wedlock.*

*AND WHEREAS, after the marriage both the Parties
stayed together till the 20th of April, 2019, as Husband*



and Wife but their relations had not been cordial and due to unfortunate and unavoidable temperamental and certain irreconcilable differences, it has become quite impossible for them to live together as Husband and Wife. Due to irretrievable breakdown of marriage between the parties, the parties are living separately w.e.f. 20.04.2019.

AND WHEREAS, Parties due to compelling circumstances and temperamental issues has filed a cases/complaint against each other.

The details of the cases/complaint filed against each other are as follows:-

(i) First Party" had filed a complaint against the "Second Party" and his family members under Section-12 of the Protection of Women from Domestic Violence Act, 2005 bearing Complaint Case No. 03/2022 and the same is pending before the Hon'ble Court of Ms. Deepika Singh, Ld M.M (Mahila Court), Cenral-03 District, Tis Hazari Courts, Delhi.

(ii) "First Party" had lodged an F.I.R. No. 0217/2021, U/s 498A/406/34 IPC, at PS: Timarpur against the "Second Party" and his family.

WHEREAS, a lot of efforts were made by the friends and well wishers of both the Parties to this Deed to reconcile and patch up the Matrimonial Disputes and after the due deliberation the parties have settled their disputes and differences in the following terms and conditions:-

A. It is agreed between the parties that the "Second Party" i.e. Husband shall pay to the "First Party" le. wife a sum of Rs.8,40,000/- (Rupees Eight Lakh Forty Thousand Only) as full and final settlersent amount



(against istridhan includes all jewellery, and maintenance of wife towards past, present and future qua this marriage).

B. It is further agreed between the parties that the "Second Party" ie. Wife shall retain the custody of Gold Ornaments of valued as on of Rs.5,40,000/- (Rupees Five Lakh Forty Thousand Only). The Value of the Gold is deducted from the total settlement amount of Rs. 8,40,000/-. The remaining amount of Rs. 3,00,000/-will be given in two equal instalments of Rs. 1,50,000/- each.

C. That the First Instalment of Rs. 1,50,000/-(Rupees One Lakh Fifty Thousand Only) had paid by the "First Party" i.e. Husband to the "Second Party" ie. wife by way of DD bearing No. 242497 before the Hon'ble Court of Ms. Deepika Singh, Ld M.M (Mahila Court), Cenral-03 District, Tis Hazari Courts, Delhi on dated 02.05.2023.

D. That the Second Instalment of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) will be paid by the "First Party" ie. Husband to the "Second Party" at the time of recording of the statement of the second motion w/s 13 (B) (2) of H.M.A Act before the Hon'ble Family Court, Delhi.

E. That it is agreed between the parties that the marriage of the parties shall be dissolved by way of mutual consent by filing the mutual divorce petition U/S 13-B(1) and 13-B(2) Of Hindu Marriage Act 1955 and both the parties shall cooperate with each other in obtaining decree of divorce by mutual consent by making statements in this regard and by putting their signatures on required petitions.

F That it is further agreed between the parties that the



"First Party" i.e. Husband shall return the engagement Gold Ring to the "Second Party" i.e. Wife and similarly the "Second Party" i.e. wife shall return the engagement Gold Ring to the "First Party" i.e. Husband at the time of recording of the statement of the first motion u/s 13 (B) (1) of H.M.A Act before the Hon'ble Family Court, Delhi.

G. That it is further agreed between the parties that the "First Party" i.e. Husband shall get the "nominee name" changes done in PPF Account of Pakhi to the "Second Party" i.e. Wife before filing of first motion Petition U/s 13B(1) of the Hindu Marriage Act, 1955 and give a proof of the same by supplying PPF Document to the "Second Party" i.e. wife at the time of recording of the first motion u/s 13 (B) (1) of H.M.A Act before the Hon'ble Family Court, Delhi.

H. That it is further agreed between the parties that the "First Party" i.e. Husband shall pay/clear the pending car loan amount of Rs. 3,25,000/- taken by him on vehicle bearing no. DL-2C AU 0326 used and possessed by "First Party" and the second party is only guarantor in the Car loan amount.

It is further submitted that the entire car loan amount has been paid by the first party on 29.09.2023 and nothing remain. The car loan against vehicle bearing no. DL-2C AU 0326 has been closed and balance is nil at the close of business hours as on 29.09.2021. The certificate of car loan closer will be handover to the "Second Party" i.e. wife at the time of recording of the first motion u/s 13 (B) (1) of H.M.A Act before the Hon'ble Family Court, Delhi.

I. That it is further agreed between the parties that custody of child namely Pakhi shall remain with the "Second Party" i.e. wife. It is further agreed between



the parties that wife shall bear all expenses of the child.

J. That it is further agreed between the parties that the "First Party" i.e. Husband shall have visitation right of child Pakhi once in a month in accordance with the convenience of the "Second Party" and child and to the place convenient to the "Second Party" i.e. wife.

K. That it is further agreed between the parties that the Petition u/s 13 (B) (1) H.M.A Act shall be filed on or before 15.10.2023 and the Petition u/s 13 (B) (2) H.M.A Act shall be filed soon after the completion of the statutory period provided under the law or before such statutory period by moving appropriate application for waiver of the statutory period by both the parties.

L. That both the parties undertake to file a joint petition for second motion Uis 13-B (2) of HMA in the concerned family court as per the mandate of recent judgment dated 12.09.2017 passed by the Hon'ble Supreme Court in the case titled as "Amardeep Singh versus Harveen Kaur" or within 10 days of expiry of stipulated period of 6 months from the date of order of divorce petition U/s 138-(1) of HMA-1955.

M. That the "First Party" ie. Husband will move a quashing Petition/criminal Writ Petition for quashing of F.I.R. No. 0217/2021, U/s 498A/406/34 IPC, at PS: Timarpur registered against the "First Party" ie. Husband and his other family members. The "Second Party" i.e. Wife shall cooperate in every manner with the "First Party" ie. Husband for such quashing of the said FIR by filing proper affidavits/applications.

N. It is further agreed between the parties that the



"Second Party" will withdraw here complaint filed under section-12 of the Protection of Women from Domestic Violence Act, 2005 bearing Complaint Case No. 03/2022 from the Court of Ms. Deepika Singh, Ld M.M (Mahila Court), Cenral-03 District, Tis Hazari Courts, Delhi after passing of the First Motion by the concern Family Court and parties further agreed to withdraw all the cases (Civil & Criminal) filed against each other including their family members.

O. That both parties have agreed that both parties shall not threaten, send any type of messages or comment on each other's contact number or account through any mode of communication or correspondence like Facebook, Whatsapp, Status, Email, Twitter etc. directly or indirectly. Both parties shall restraint themselves from searching or interpreting each other's status on social media for their own peace of mind and better future.

P. It is further agreed between the parties that they shall remain bound with the aforesaid terms and conditions as mentioned in the settlerpent.

Q. That both parties have agreed that both parties shall not visit near to each other's house or office or their any temporary accommodation anywhere and shall avoid their physical presence in vicinity of each other's house or office.

R. All the matters related to this marriage either civil or criminal are hereby settled and neither the parties nor their relatives shall make any claim against each other in future and will not file any case/complaint against each other and any time of future in any court of law/Police Station etc.

S. It is agreed between the parties that if either of the



parties commits breach of default of this mutually agreed settlement, if "Second Party" i.e. wife backs out, the amount taken shall be returned to the "First Party" i.e. husband with 18% interest per month and if "First Party" i.e. husband backs out, the amount given shall stand forfeited by the "Second Party" ie. wife.

T. The parties have agreed on each and every terms as recorded in the settlement agreement after carefully reading over and fully understanding and appreciating the contents, scope and effect thereof, and also the consequences of the breach thereof, including payment of the file/penalty as mentioned above.

AND WHEREAS, both the parties are executing this Memorandum of Understanding after understanding the content of the same in vernacular and voluntarily without pressure, threat or coercion in the presence of the relatives of both the parties and respectable person of the society.

AND WHEREAS, both the parties shall be bound with the terms and condition of this Memorandum of Understanding, they shall not challenge the terms and conditions of the Memorandum of Understanding before any Court of law and authority in any circumstances.

IN WITNESS whereof, this compromise deed is signed at Delhi on the day, month and year mentioned above.

-sd- (FIRST PARTY)

-sd- (SECOND PARTY)

VERIFICATION: We the following witnesses do hereby on the date, month and year mentioned hereinabove, at



Delhi, verify in the presence of both of us witnesses as well as in the presence of first and second party to this deed that the contents of the aforesaid deed has been read over to both the parties and both the parties to this deed having understood the same in their vernacular, signed this deed in presence of us. Hence, we are also putting our signature in presence of parties to this deed.”

3. The Petitioners and Respondent No.2/Complainant are present in Court today. The parties have been identified by their respective Counsels and the Investigating Officer.

4. It is stated by the learned Counsel for the Petitioner that all the terms of the MoU have been satisfied. Though there is some doubt regarding term (G) of the abovementioned MoU, learned Counsel for the Petitioner asserts that the Complainant's name has been entered into the PPF account of Pakhi. Original Passbook of the said account has been handed-over to the Complainant during the course of the hearing for her satisfaction.

5. Respondent No.2/Complainant has also filed an affidavit affirming the fact that all the disputes with the Petitioners have been amicably settled. She states that she has settled all her disputes with the Petitioners out of her own free will, without pressure, coercion or undue influence.

6. Considering the fact that the dispute is a matrimonial dispute and the parties have amicably settled their disputes, the present case is squarely covered under the law laid down by the Supreme Court in Gian Singh v. State of Punjab, (2012) 10 SCC 303. In view of the settlement arrived at between the parties, this Court is of the opinion that no useful purpose will be served in continuing with the present proceedings. Resultantly, FIR



No.217/2021 dated 02.07.2021 registered at Police Station Timarpur for offences under Section 498A, 406, 34 IPC and the proceedings emanating therefrom are hereby quashed. The parties shall remain bound by the terms of the settlement and the undertaking given to the Court.

7. The petition stands disposed of with the above observations along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

JULY 19, 2024

Rahul