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

+ **CRL.M.C. 3753/2022**

GAURAV BATRA & ANR.

.....Petitioners

Through: **Mr. Anil Kumar Sharma, Advocate.**

versus

THE STATE NCT OF DELHI & ANR.

.....Respondents

Through: **Mr. Shoaib Haider, APP for the State.
Mr. Vikas Kumar (D/2665/2006) and
Mr. Shiv Kumar, Advocates for R-2
with Ms. Anu Saluja
SI Chandra Shekhar, PS Kirti Nagar**

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

22.08.2024

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1. The Petitioners have approached this Court for quashing FIR No.184/2016 dated 30.03.2016 registered at Police Station Kirti Nagar for offences under Section 498A, 406 & 34 IPC on the ground that the parties have amicably settled the matter.

2. The present proceedings arise out of matrimonial disputes between the parties. The settlement agreement dated 13.12.2017 entered into between the parties has been annexed with the present petition as Annexure P-2. The settlement agreement entered into between the parties reads as under:-

“Efforts for conciliation/settlement made. The parties have agreed to settle their all pending disputes.

The mother /natural guardian of the petitioner and respondent got married on 27.11.2010 according to



Hindu rites and customs at Delhi and out of said Wedlock the Petitioner baby Sannidhi was born on 12.02.2013 who is at present under the custody of her mother Anu. The matrimonial differences are stated to be arisen between the mother of the petitioner and the respondent. The present petition U/s 125 Cr.P.C. was filed on behalf of the petitioner through her natural guardian/ mother Anu. The mother / natural guardian Anu of the petitioner also initiated criminal proceeding against respondent and family members vide FIR No.184/2016 U/s 406/498A/34 IPC PS Kirti Nagar and in the said case the charge sheet is not filed.

The mother / natural guardian Anu of the petitioner and the Respondent have agreed to settle their disputes on the following terms and conditions:-

- 1) It is agreed that the mother/natural guardian Anu of the petitioner and the respondent shall dissolve their marriage by decree of divorce by mutual consent without leveling allegation and counter-allegations against each other in accordance with law.*
- 2) It is agreed that the respondent Gaurav Batra shall pay Rs. 15,00,000/-(Rupees fifteen lam only) to the mother /natural guardian Anu of the petitioner towards her all legal entitlements past, present and future arising out of the marriage which shall include permanent alimony, istridhan dowry articles, maintenance for the petitioner till the age of marriage and her mother / natural guardian Anu and all other miscellaneous and legal expenses.*
- 3) It is agreed that the mother/natural guardian Anu of the petitioner and the respondent shall initiate appropriate legal proceedings for recording of First motion on 23.01.2018 it is agreed that at the time of recording of first Motion petition, the respondent shall*



pay Rs. 5,00,000/- by way of DD in the name of mother /natural guardian Anu of the petitioner "Anu Saluja".

4) It is agreed the mother/ natural guardian Mu of the petitioner and the Respondent shall initiate appropriate legal proceedings for recording of Second motion in accordance either law. It is further agreed that at the time of recording of second motion and dissolution of marriage by decree of Divorce by mutual consent the respondent shall pay Rs. 5,00,000/-(Rupees five lacs only) by way of DD in the name of mother/ natural guardian Anu of the Petitioner "Anu Saluja".

5) It is agreed that after the dissolution of the marriage by a decree of divorce by natural consent the respondent shall initiate appropriate legal proceeding for quashing /disposed of FIR NO. 184/2016 u/s 406/498A/39 IPC PS Kirti Nagar and all the consequential proceedings arising out of said FIR at his own cost and in the said proceeding the mother/ natural guardian Anti Of the petitioner shall co-operative including execution of NOC or personal appearance. It is further agreed that at the time of proceeding for quashing of FIR the respondent shall pay Rs.5,00,000/- to the mother / natural guardian Mu of the petitioner by way of DO in the name of Anu Saluja.

6) It is agreed that the mother / natural guardian Anu of the petitioner shall be entitled for the permanent custody of the petitioner without any visitation right to the respondent and his family members.

7) The concerned parties with the assistance to their respective counsels shall cooperate in the execution of the terms and conditions of this settlement.

8) It is settled that after compliance of the terms of the



present settlement. There shall remain no dispute due between the panics arising out of the said marriage and that none of the parties shall file or initiate any civil or criminal proceedings against each other in future and that if any other case/petition/complaint etc. is pending in any court or authority, the same shall be withdrawn got disposed of by the respective party.

9) The panics have settled their dispute out of their own free will, without any fear, force, coercion or undue influence from any side.”

3. Paragraph 5 of the settlement agreement shows that the condition precedent for quashing of settlement is the payment of Rs.5,00,000/- to Respondent No.2 herein. The Petitioner has yet not paid the amount therefore the quashing of the instant FIR cannot be permitted on the ground of settlement.
4. The petition is dismissed along with pending application(s), if any.
5. It is made clear that this since the petition was filed for quashing only on the basis of the settlement, this Court has not made any observation on the merits of the case.
6. It is always open for Respondent No.2 to take such steps as available to her in accordance with law.

SUBRAMONIUM PRASAD, J

AUGUST 22, 2024

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