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

+ **CRL.M.C. 4764/2022 & CRL.M.As. 19188/2022, 19192/2022**

VIPUL SHARMA

.....Petitioner

Through: Mr. Abhay Kumar, Mr. Utkarsh Shrivastava, Mr. Shagun Ruhil, Mr. Tirupati Gaurav Shahi, Ms. Kusum Pandey and Mr. Karan Chopra, Advocates.

versus

STATE (NCT OF DELHI) AND ANR.

.....Respondents

Through: Mr. Yudhvir Singh Chauhan, APP for the State.
ASI Mahesh Kumar, PS CWC, Nanakpura

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

12.09.2024

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1. The Petitioner has approached this Court for quashing FIR No.55/2019 dated 31.12.2019 registered at Police Station Crime (Women Cell) Nanakpura for offences under Section 498A, 406 & 34 IPC.
2. The proceedings primarily arise out of a matrimonial dispute. The FIR has been filed by the sister-in-law of the Petitioner. It is stated that a settlement dated 20.07.2024 has been arrived at between the brother and sister-in-law of the Petitioner before the Family Court, Karkardooma, Delhi. The said settlement conditions are reproduced as under:-

“The present case has been assigned by the Court of Shri Manish Khurana, Ld Judge, Family Court, East District, KKD.



The process of counselling was explained in detail to the parties with a great emphasis on confidentiality. The parties were heard jointly and separately. They have agreed to settle their matter under the following terms and conditions:

1. The parties have agreed to dissolve their marriage by mutual consent in accordance with the law as provided under Section 13B of the Hindu Marriage Act, 1955.

2. It is agreed between the parties that husband shall pay to the wife total sum of Rs. 21,00,000/- (Rupees Twenty One Lakh Only) as full & final settlement amount (against istridhan dowry and maintenance towards past, present and future qua this marriage) in three installments.

3. It is further agreed between the parties that the husband will pay a sum of Rs. 7,00,000/- (Rupees Seven Lakh Only) to the wife at the time of recording of the statement of first motion u/s 13-B(1) of HMA by way of DD/Pay Order/Bank Account transfer.

4. It is further agreed between the parties that the husband will pay a sum of Rs. 7,00,000/- (Rupees Seven Lakh Only) to the wife at the time of recording of the statement of second motion u/s 13-B(2) of HMA by way of DD/Pay Order/Bank Account transfer.

5. It is further agreed between the parties that the husband will pay a remaining sum of Rs. 7,00,000/- (Rupees Seven Lakh Only) to the wife at the time of quashing of FIR NO. 55/2019 PS Nanakpura CAW Cell u/s 406/498-A/354 IPC and FIR No. 506/2019 PS New Ashok Nagar by way of DD/Pay Order/Bank Account transfer. It is agreed that Dr. Riddhi



Sharma/wife will handover the peaceful possession and keys of Flat bearing No. 1520 Block-C, Galaxy North Avenue. Gaur City-I, Greater Noida West, Gautam Buddha Nagar UP to respondent Varun Sharma before Hon'ble High Court of Delhi. It is agreed between the parties that Dr. Riddhi Sharma will cooperate in quashing of aforementioned FIR which is lodged on her complaint.

6. It is agreed between the parties that all the cases will be withdrawn before second motion u/s 13-B(2) of HMA. The list of on or pending cases are pending between the parties are as below:

- a. DV CC No. 5056/2019 pending in East District.*
- b. Mt Case No. 325/2020 pending before the court of Sh. Ravinder Singh, Ld. Judge, Family Court, East District, KKD Court.*
- c. Review petition Misc Crl No. 77/2023 pending before the court of Sh. Ravinder Singh, Ld. Judge, Family Court, East District, KKD Court.*
- d. Application u/s 340 Cr.P.C No. 79/2023 pending before the court of Sh. Ravinder Singh, Ld. Judge, Family Court, East District, KKD Court.*
- e. Ex/Crl No. 410/2023 pending before the court of Sh. Ravinder Singh, Ld. Judge, Family Court, East District, KKD Court.*
- f. Crl.Misc No. 4764/2022 pending before Hon'ble High Court of Delhi.*

7. It is also agreed between the parties that respondent Varun Sharma and his family member will not use any cheques, if any, of Riddhi Sharma for their own benefits or for the benefit of their friends and relatives.

8. It is further agreed between the parties that the first motion petition shall be filed on or before 20.08,2024 and second motion petition shall be filed soon after the



completion of the statutory period as per law and all proceedings will complete within six months.

9. It is further agreed between the parties that petitioner/wife will withdraw the HMA NO. 160/2020 titled as "RIDDDHI SHARMA VS VARUN SHARMA" which is pending in the court of Shri Manish Khurana, Jd, Judge, Family Court, Karkardooma, and other cases, if any.

10. It is agreed between the parties that they have understood the terms and conditions of the Settlement in vernacular.

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

12. 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.

13. The above-mentioned settlement is with respect to all claims of the wife past, present and future including maintenance, pending amount of maintenance, articles, property etc. and neither she nor her relatives shall claim anything from the husband or his family members in future.

14. It is agreed between the parties that if either of the parties commits breach or default of the mutually agreed settlement after the first motion if wife backs out from present settlement, the amount taken at the time of first motion shall be returned to Husband with 2% interest per month and if Husband backs out, the amount given



at the time of first motion shall stand forfeited by the Wife.

15. The parties shall also be liable for contempt of Court in case any of them relies from the present settlement.

16.the parties have-agreed on each and every term 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.

17.The terms and conditions mentioned in the settlement have been understood in vernacular. The above-said settlement have been understood in vernacular. The above-said statement is arrived at between the parties out of their own free will, volition and oncsent and without there being any undue pressure, coercion, influence; misrepresentation or mistake (both law and fact), in any form whatsoever and the parties agreed that the settlement/agreement has been correctly recorded as per the agreed terms & conditions.

18. Both the parties are bound by the judgment “Rajat Gupta v. Rapali Gupta” passed by the Hon’ble Delhi High Court.”

3. A perusal of Paragraph 6(f) shows that it is for the Petitioner to withdraw the instant petition so that the other terms of the settlement can be proceeded ahead. It is stated that in compliance of the said settlement, the second motion has also taken place.

4. In view of the above, the learned Counsel for the Petitioner seeks permission to withdraw the present petition.



5. Permission, as prayed for, is granted.
6. The petition is disposed of as withdrawn along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

SEPTEMBER 12, 2024

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