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

+ CRL.M.C. 5034/2024

MUNNA KUMAR SINGH & ANR.Petitioners

Through: Mr. Nishant Das and Ms. Aatrayi
Das, Advocates with Petitioner Nos.1
& 2.

versus

STATE OF NCT OF DELHI AND ANR.Respondents

Through: Mr. Shoaib Haider, APP for the State.
Mr. Sanjay Dewan, Mr. Anish
Dewan, Ms. Shivani Purthi and Mr.
Nabush Khera, Advocates.
SI Ramavtar, PS Hauz Khas.

+ CRL.M.C. 4912/2024

SAMKIT JAIN & ORS.Petitioners

Through: Mr. Sanjay Dewan, Mr. Anish
Dewan, Ms. Shivani Purthi and Mr.
Nabush Khera, Advocates along with
Petitioner in person.

versus

STATE NCT OF DELHI AND ANRRespondents

Through: Mr. Shoaib Haider, APP for the State.
SI Ramavtar, PS Hauz Khas.

+ CRL.M.C. 4888/2024

SAMKIT JAINPetitioner

Through: Mr. Sanjay Dewan, Mr. Anish
Dewan, Ms. Shivani Purthi and Mr.
Nabush Khera, Advocates along with
Petitioner in person.

versus

STATE NCT OF DELHI AND ANR.Respondents

Through: Mr. Shoaib Haider, APP for the State.
SI Ramavtar, PS Hauz Khas.
Complainant in person.

CORAM:



HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

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05.07.2024

CRL.M.A. 19237/2024 (Exemption) in CRL.M.C. 5034/2024

Allowed, subject to all just exceptions.

CRL.M.C. 5034/2024 & CRL.M.A. 19238/2024

CRL.M.C. 4912/2024

CRL.M.C. 4888/2024

1. CRL.M.C. 5034/2024 has been filed under Section 482 Cr.P.C for quashing of FIR No.34/2019 dated 02.02.2019, registered at Police Station Hauz Khas, Delhi for the offence punishable under Sections 380/411/120-B/34 of IPC.
2. CRL.M.C. 4912/2024 has been filed under Section 482 Cr.P.C for quashing of FIR No.309/2019 dated 03.12.2019, registered at Police Station Hauz Khas, Delhi for the offence punishable under Sections 498A/406/323/34 of IPC.
3. CRL.M.C. 4888/2024 has been filed under Section 482 Cr.P.C for quashing of FIR No.144/2022 dated 03.03.2022, registered at Police Station Hauz Khas, Delhi for the offence punishable under Sections 308/195A/34 of IPC.
4. Material on record indicates that it is primarily a matrimonial dispute between the Petitioner/husband in CRL.M.C. 4912/2024 and CRL.M.C. 4888/2024 and his wife Ms. Chandani Dugar who is the complainant in CRL.M.C. 4888/2024.
5. Material on record discloses that the matter was referred to Mediation Centre, Saket Courts and the matter has been amicably settled between the parties *vide* Settlement Agreement dated 15.03.2024. The Settlement



Agreement dated 15.03.2024 reads as under:

MEDIATION CENTRE, SAKET COURTS, NEW DELHI

CR No. : 458/2023

Chandni Dugar Vs. Samkit Jain & Ors.

Connected Matters:-

- 1) Maintenance case bearing no. MT. CASE 4/2020 u/s 125 Cr.P.C. titled as Chandni Dugar Vs. Samkit Jain pending before the court of Ms. Shunali Gupta, Ld. Judge-02, Family Courts, South, Saket, New Delhi.
- 2) Complaint u/s 12 of the Domestic Violence Act bearing no. CT. CASE 170/2019 titled as Chandni Dugar Vs. Samkit Jain & Ors. pending before the court of Ms. Rashi Raheja, Ld. MM (Mahila Court-02), South District, Saket Courts, New Delhi.
- 3) Case FIR bearing no. 309/2019 u/s 498A/323/406/34 IPC titled as State Vs. Samkit Jain & Ors. pending before the Court of Ms. Rashi Raheja, Ld. MM (Mahila Court-02), South District, Saket Courts, New Delhi.
- 4) Case FIR bearing no. 34/2019 u/s 380/411/34 IPC titled as State Vs. Munna Kumar & Ors. filed by Second Party pending before the Court of Ms. Vijayashree Rathore, Ld. MM, Saket Court.
- 5) FIR bearing no. 144/2022 u/s 308,195A,34 IPC (chargesheet not filed).
- 6) Divorce case bearing no. HMA NO.1715/2018 titled as Samkit Jain Vs. Chandni Dugar & Ors. pending before the the court of Ms. Shunali Gupta, Ld. Judge-02, Family Courts, South, Saket, New Delhi.
- 7) Suit for mandatory injunction and possession bearing no. case no. CSCJ 11/2019 filed titled as Khem Chand Mukim Vs. Chandni Dugar & Anr. pending before the Court of Ms. Purva Sareen, Ld. ADJ, South, Saket Court.
- 8) Complaint cases bearing no.3499/2019 titled as Chandni Dugar Vs. Samkit Jain & Ors. pending before the Court of Ms. Vijayashree Rathore, Ld. MM, Saket Court.
- 9) Complaint cases bearing no. CT Cases 4862/2020 titled as Lalita Devi Vs. Chandni Dugar pending before the Court of Ms. Vijayashree Rathore, Ld. MM, Saket Court.
- 10) CT cases 1066/2021 titled as Lalita Devi Vs. Chandni Dugar pending before the Court of Ms. Vijayashree Rathore, Ld. MM, Saket Court.
- 11) CT CASES 23163/2019 titled as Vidit Jain Vs. Chandni Dugar pending before the Court of Ms. Vijayashree Rathore, Ld. MM, Saket Court.
- 12) Application under section 31 Domestic violence act bearing no. CT Cases 2283/2020 and CT CASES 17604/2018 titled as Lalita Devi Vs. Chandni Dugar pending before the Court of Ms. Rashi Raheja, Ld. MM

Chandni Dugar
15/3/24

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Samkit Jain
15/3/24



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No.Y-54, Hauz Khas, New Delhi. The Second Party will hand over all the jewellery articles of the first party to the first party simultaneously with the vacation of the said room. The said exercise shall be done at the earliest after the passing of decree of divorce on or before 30.04.2024.

8. That the above-mentioned FIR No. 309/2019 u/s 498-A/323/406/34 IPC has been registered against the following accused persons on the complaint of First Party :-

- (i). Sh. Samkit Jain
- (ii). Sh. Vidit Jain
- (iii). Ms. Priti Jain
- (iv). Ms. Lalita Devi

and FIR No. 144/2022 u/s 308/195-A/34 IPC, PS: Hauz Khas has been registered against accused Samkit Jain on the complaint of First Party.

As sections 498A/406/34 & 308/34 in above-mentioned FIRs are non-compoundable in nature, hence it cannot be settled through mediation. However, it is agreed upon between the parties that the Second Party alongwith all the other co-accused shall move for quashing of above-mentioned FIR before the Hon'ble High Court and the First Party shall fully co-operate in the said proceedings. It is further agreed between the parties that the First Party shall sign his/her affidavit of no objection, appear and do all possible acts required in order to get the above-mentioned FIR as well as proceedings emanating therefrom are to be quashed qua all the accused persons. The litigation expenses for quashing of the above-mentioned FIR shall be borne by the accused persons.

Chandni Aggarwal
15/3/24

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Samkit Jain
15/3/24



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consent.

2. It is agreed between the parties that Second Party (respondent no.1) shall pay an amount of Rs.35,00,000/- (Rupees Thirty Five Lakhs only) to the First Party towards full and final settlement of all her claims including maintenance (past, present and future), permanent alimony, stridhan etc.

3. That the said settlement amount shall be paid in two (2) installments. The 1st installment would be of Rs.5,00,000/-, and the 2nd installment would be of Rs.30,00,000/-. All the payments shall be made by way of DD/NEFT/RTGS.

4. It is also agreed between the parties that both the parties shall jointly file first motion petition on mutual consent before the appropriate Court on or before 10.04.2024 and both the parties undertake to assist each other for the same. Further, the 1st installment of Rs.5,00,000/- shall be paid by the Second Party to the First Party at the time of statement for first motion divorce petition.

5. Thereafter, it is further agreed between the parties that both the parties will jointly file the second motion divorce petition within the stipulated period, as per law. Both the parties shall co-operate with each other in preparation of petition for divorce by mutual consent.

6. It is further agreed between the parties that after recording of Second motion petition, all the parties shall withdraw their respective cases from the Court concerned.

7. It is further agreed between the parties that on the day the first party will handover the key of the one room on the second floor of property bearing

Chandni Diga
15/3/24

TRUST
15/3/24

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15/3/24



9. That the above-mentioned FIR bearing no. 34/2019 u/s 380/411/34 IPC titled as State Vs. Munna Kumar & Ors. has been registered against the following accused persons on the complaint of Second Party :-

- (i) Munna Kumar Singh
- (ii) Chandni Dugar

As sections 380/34 IPC in above-mentioned FIR are non-compoundable in nature, hence it cannot be settled through mediation. However, it is agreed upon between the parties that the First Party alongwith all the other co-accused shall move for quashing of above-mentioned FIR before the Hon'ble High Court and the Second Party shall fully co-operate in the said proceedings. It is further agreed between the parties that the Second Party shall sign his/her affidavit of no objection, appear and do all possible acts required in order to get the above-mentioned FIR as well as proceedings emanating therefrom are to be quashed qua all the accused persons. The litigation expenses for quashing of the above-mentioned FIR shall be borne by the accused persons.

10. It is further agreed between the parties that the second installment of Rs.30,00,000/- by way of DD/RTGS/NEFT shall be paid by the Second Party to the First Party at the time of quashing of the above-mentioned FIRs before the Hon'ble High Court of Delhi.

11. It is further agreed between the parties that no Party shall back out from the present Settlement Agreement and shall co-operate each other to get the mutual divorce in terms of the present Settlement Agreement. If First Party to the present Settlement Agreement fails to co-operate at any stage of proceedings, shall be liable to pay the double of the amount and if the Second

Chandni Dugar
15/3/24

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Sanjit
15/3/24

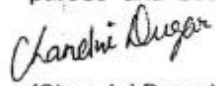


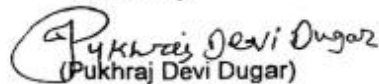
Party fails to fulfill any of the installment payments, the previous installments shall be deemed null and void.

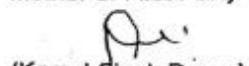
12. It is also agreed by the parties that upon compliance of the above-mentioned terms and conditions of this settlement, parties shall not file any civil/criminal cases/complaints against each other or their family members pertaining to their marriage and/or with regard to their respective movable or immovable property/properties, whatsoever.

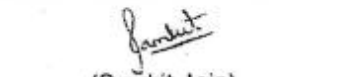
13. It is also agreed between the parties that pursuant to the settlement reached between the parties, all the matters/cases/complaints (civil/criminal), which are pending between the parties before any Court/Authorities/Forum shall be deemed to have been settled post signing of this settlement.

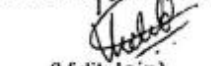
This settlement has been voluntarily arrived at between the parties with their own free will and without any force, pressure or coercion and both the parties are bound by the terms and conditions mentioned herein above.

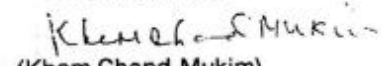

(Chandni Dugar)
First Party

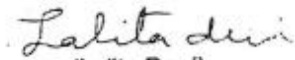

(Pukhraj Devi Dugar)
Mother of First Party


(Kamal Singh Dugar)
Father of First Party


(Samkit Jain)
Second Party/respondent no.1


(Vidit Jain)
Respondent no.2


(Khem Chand Mukim)
Respondent no.3


(Lalita Devi)
Respondent no.4


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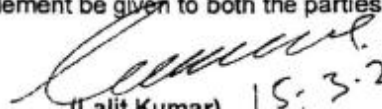

15/3/24
(Anoj Kumar Singh)
Counsel for the First Party


15/3/24
(Sanjay Dewan)
Counsel for the Second Party

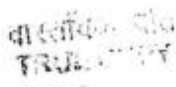
The contents of the settlement have been explained to the parties in vernacular (Hindi) and they have understood the same and have admitted the same to be correct.

Settlement proceedings be sent to the Referral Court. Parties to appear before the Court concerned on the date fixed for making necessary statements and for further directions.

Copy of this Settlement be given to both the parties.


15.3.24.
(Lalit Kumar)
Judge-Incharge: Mediation Centre
Saket Courts/15.03.2024

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6. All the parties are present in Court today. The parties have been identified by their respective Counsel and the Investigating Officer. The balance sum of Rs.30,00,000/- by way of demand draft has been handed over by the Petitioner/husband in CRL.M.C. 4912/2024 and CRL.M.C.



4888/2024 to the complainant/wife today in the course of hearing which has been acknowledged by the complainant/wife. The complainant/wife states that she has settled all her matrimonial disputes with the Petitioner out of her own free will, without pressure, coercion or undue influence and states that she does not want to pursue with the present case any further. The parties undertake that they will remain bound by the terms of the settlement arrived at between them before Mediation Centre, Saket Courts, New Delhi.

7. The parties who are present in Court understand the implication of the present proceedings. In view of the fact that it is a matrimonial dispute and a settlement has been arrived at between the parties, and the possibility of conviction is extremely remote, this Court is satisfied that no useful purpose would be served in continuing with the present proceedings. Resultantly, FIR No.34/2019 dated 02.02.2019, registered at Police Station Hauz Khas, Delhi for the offence punishable under Sections 380/411/120-B/34 of IPC, FIR No.309/2019 dated 03.12.2019, registered at Police Station Hauz Khas, Delhi for the offence punishable under Sections 498A/406/323/34 of IPC and FIR No.144/2022 dated 03.03.2022, registered at Police Station Hauz Khas, Delhi for the offence punishable under Sections 308/195A/34 of 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.

8. The petitions stand disposed of in the above terms.

SUBRAMONIUM PRASAD, J

JULY 05, 2024

S. Zakir