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

+ **CRL.M.C. 5217/2024**

GAURAV KUMAR BASSI AND ORS.

.....Petitioners

Through: Mr. Anupam Dwivedi, Adv. with
Petitioners are in person

versus

STATE OF NCTD AND ANR

.....Respondents

Through: Mr. Digam Singh Dagar, APP for the
State with IO/ASI Rajender Kumar,
Inspector Abhijeet Singh, PS Geeta
Colony.

Mr. Vishweshwar Mishra, Adv with
Respondent No.1 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

10.07.2024

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CRL.M.As. 19899-00/2024(Exemptions)

Exemptions are allowed subject to all just exceptions.

Application stands disposed of.

CRL.M.C. 5217/2024

1. The present petition has been filed under Section 482 Cr. PC seeking quashing of FIR No. 550/2022 registered at PS Geeta Colony under Sections 406/498A/34 IPC and all other proceedings emanating from it.
2. The marriage between the petitioners and respondents was solemnized on 08.12.2015 at Jalandhar as per Hindu Rites and ceremonies. One son namely Master Jasraj Bassi was born from the said wedlock on



02.12.2016. 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.

3. 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 01.02.2024 at Mediation and Conciliation Centre of Punjab and Haryana High Court at Chandigarh.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 15.04.2024 by the Court of Principal Judge, Family Court, District, East, Karkardooma Courts, Delhi.
5. 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. 550/2022 registered at PS Geeta Colony under Sections 406/498A/34 IPC and all the other proceedings emanating therefrom.
6. I have gone through the settlement deed dated 01.02.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“7. The following settlement has been arrived at between the Parties hereto:

(a) The parties have concluded that Gaurav Kumar Bassi and Mahima Kapoor will not be able to live as husband and wife and have decided to part ways by getting divorce from each other on the basis of mutual consent. It has been agreed that 'the parties



shall file Petition under Section 13-B of Hindu Marriage Act in the competent Court of Jurisdiction at Delhi within 15 days from today i.e. on or before 15.02.2024.

b) It has been agreed between the parties that Gaurav Kumar Bassi- husband/ second party shall pay an amount of Rs.35,00,000/- (Rupees Thirty Five Lakhs Only) as permanent alimony and maintenance for the first party/wife Mahima Kapoor and the minor son-Jasraj Bassi, out of total amount of Rs.35,00,000/- (Rupees Thirty Five Lakhs Only), an amount of Rs.20,00,000/- (Rupees Twenty Lakhs only). shall be paid to Mahima Kapoor-wife and an amount of Rs.15,00,000/- (Rupees Fifteen Lakhs only) shall be paid to minor son-Jasraj Bassi as full and final settlement amount. The amount of Rs.35,00,000/- (Rupees Thirty Five Lakhs Only) shall be fall and final amount for present, past and future and no futher amount shall be claimed by the wife on any account i.e. dowry articles, permanent alimony and maintenance (past as well as future) for herself and towards the maintenance of the miner child-Jasraj Bassi.

(c) The custody of minor son namely Jasraj Bassi shall remain absolutely with the mother-Mahima Kapoor (First Party). Gaurav Kumar Bassi (Second Party) will not claim the custody of the minor child in future. Mahima Kapoor (First Party) shall be natural/sole guardian of minor child. Mahima Kapoor (First Party) shall be entitled to apply for his ration card, passport, any other document etc. in respect of his studies. She shall be natural/sole guardian of minor child for all intents and purposes and shall be responsible for his education and maintenance.

(d) Both the parties have agreed that the first party-Gaurav Kumar Bassi shall have visitation rights to meet the minor child-Jasraj Bassi twice a month i.e, on 2nd and 4th Sunday of each month from 10.00 A.M. to 4.00 P.M. at V3S Mall, Nirman Vihar, Delhi-31. Both the parties will communicate with each other in case of any difficulty/change in timings as well as day of meeting. Both the parties shall make sure that the visitation rights are carried out in peaceful and harmonious atmosphere and shall accommodate each other in case of any change of timing and



place.

(e) It has been agreed between the parties that the amount of Rs.35,00,000/- (Rupees Thirty Five Lakhs Only) shall be paid by Gaurav Kumar Bassi-second party in the following manner:-

(i) First installment of Rs.5,00,000/- (Rupees Five Lakhs Only) i.e. an amount of Rs.2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) in the shape of Demand Draft No.204072 dated 24.01.2024 drawn on Punjab National Bank, Salempur Road, Baba Mohan Dass Nagar, Jalandhar (Punjab) in the name of Jasraj Bassi (minor son) and an amount of Rs.2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) in cash has been paid by the second party- Gaurav Kumar Bassi to Mahima Kapoor-wife today i.e. on 01.02.2024 in the Mediation Centre, which has been duly received by Mahima Kapoor-wife. Photo copy of demand draft is enclosed herewith.

(ii) Second installment of Rs.5,00,000/- (Rupees Five Lakhs Only) i.e. an amount of Rs.2,50,000/- (Rupees Two Lakhs and Fifty Thousand only) each to Mahima Kapoor-wife and Jasraj Bassi-minor son shall be paid in the shape of demand draft/RTGS/cash on or before 14.02.2024 in the Ld. Court at Karkardooma, East Delhi.

(iii) Third installment of Rs. 10,00,000/- (Rupees Ten Lakhs Only) i.e. an amount of Rs.5,00,000/- (Rupees Five Lakhs only) each to Mahima Kapoor-wife and Jasraj Bassi-minor son shall be paid in the shape of demand draft/RTGS/cash on or before 13.03.2024 in the Ld. Court at Karkardooma, East Delhi.

(f) Fourth and final installment of Rs.15,00,000/- (Rupees Fifteen Lakhs Only), i.e. an amount of Rs.10,00,000/- (Rupees Ten Lakhs only) to Mahima Kapoor-wife and an amount of Rs.5,00,000/- (Rupees Five Lakhs only) in the name of Jasraj Bassi-Minor son shall be paid in the shape of demand draft/RTGS at the time of making final statement in the divorce petition, as fixed by the Ld. Court at Karkardooma, East Delhi.

(g) It has been further agreed between the parties that after



receipt of amounts of first, second, third and fourth/final installments as detailed in above paras, in the name of Jasraj Bassi-minor son, Mahima Kapoor-wife shall make Fixed Deposits of the above-said amounts in the name of Jasraj Bassi (minor son) in nationalized bank at Delhi till the age of attaining the majority of Jasraj Bassi minor son. Mahima Kapoor (wife), who is mother and natural guardian of Jasraj Bassi-minor son, shall be the nominee in the Fixed Deposits made in the name of Jasraj Bassi-minor son. However, the interest accruing from FDR in the name of minor Jasraj Bassi can be withdrawn by his mother (first party), if need be, for the welfare/education of the minor son Jasraj Bassi.

(h) It has been further decided between the parties that in view of the present settlement-agreement, both the parties shall file their respective petitions for quashing of FIRs lodged against each other before the concerned Hon'ble High Court after filing of petition under Section 13B of Hindu Marriage Act. It has been further agreed that the Criminal Cases shall not be pursued and withdrawn by both the parties. Both the parties shall have no objection for quashing of the above- said FIRs on the basis of this compromise and the complainants shall execute the affidavits and make statements in the competent Courts of Jurisdiction for the quashing of the above-said FIRs as and when directed by the concerned Hon ble High Court.

(i)It has been further agreed between the parties that both the parties shall withdraw their respective cases mentioned in Para No.6(ii) to(vii) above, pending in the Ld. Courts at and Delhi and Jalandhar in view of the present settlement/agreement.

8.It has been further mutually agreed by both the parties that if any other complaint/case is pending before any competent court of law/authority, which is not in the knowledge of either of the parties or has escaped their attention shall also be withdrawn by them.

9.It has been agreed between the parties that if any affidavit or statement is required by any authority/Court, both the parties



shall co-operate with each other.

10. The parties further undertake not to initiate or institute any litigation against each other and their family. The parties further undertake not to use any document etc. against each other which have been left in their possession after the date of present settlement/agreement

11. This compromise has been reached between the parties without any pressure and both the parties have agreed to abide by the terms and conditions of the agreement. Both the parties shall be bound with the terms and conditions of this compromise.

12. It has been further agreed between the parties that if the second party backs out from the terms of the present settlement, the amount so paid by the second party shall be forfeited and the first party is at liberty to take recourse of law. In the same manner, if the first party backs out from any terms of the present settlement, then in that case, she is liable to pay the amount she has received and the second party is at liberty to take recourse of law as available to him. Both the parties are at liberty to revive their respective cases in case of breach of condition of the settlement by any of party.

13. With the execution of the present compromise, entire dispute between the parties shall stand settled and all the parties shall be free to lead their life as per their own wishes. None of the parties shall interfere in each other's life or harass each other and their family.

14. It has been further decided between the parties that in case of necessity, both the parties shall be free to present the copy of the above compromise before any Authority or Court if the same is required to witness the execution of the compromise or to settle any pending controversy between the parties.

15. The parties have gone through the contents and the same have been explained to the parties in their language and after admitting the same as correct, have put their respective signatures.



16. The copy of the settlement is being handed over to both the parties.

17. Self-attested photo copies of Aadhar Cards of both the parties are attached herewith as their I.D. Proofs.”

7. As per the final settlement, out of Rs.35,00,000/-, today's remaining amount of Rs. 15,00,000/- in the form of three Demand Drafts were handed over to the respondent No.2 in the name of Mahima Bassi, drawn on Punjab National Bank dated 09.07.2024 for the sum of Rs.5,00,000/- each bearing DD Nos. 204128, 204129, 204130.
8. 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.
9. 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 Hindu Rites and ceremonies, she has no objection if FIR No. 550/2022 registered at PS Geeta Colony under Sections 406/498A/34 IPC and all the other proceedings emanating therefrom are quashed.

10.Sh. Gaurav Kumar Bassi (Father) and Smt. Mahima Kapoor (Mother) have also made the statements that the mutual settlement deed dated 01.02.2024 arrived between them shall not bind the legal rights, title, and interest of the child namely Master Jasraj Bassi aged 08 years, in any manner. Master Jasraj Bassi shall be at liberty to pursue his legal rights in accordance with law.

11.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.

12.In view of the above, FIR No. 550/2022 registered at PS Geeta Colony under Sections 406/498A/34 IPC and all the other proceedings emanating therefrom are quashed.

13.The present petition stands disposed of.

DINESH KUMAR SHARMA, J

JULY 10, 2024/Pallavi