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

+ **CRL.M.C. 5367/2024**

SH. MANOJ & ORS.

.....Petitioners

Through: Mr. Inderpreet Singh (D/2720/2019),
Advocate with Petitioners-in-person

versus

THE STATE NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Shoaib Haider, APP for the State.
SI Shivani (D-3019), PS Bharat
Nagar, SI Rajeev Kumar (2113/D),
PS Subhash Place
Mr. S.M. Jamal, (D-2463/2010)
Advocate for R-2 with Respondent
No.2 in person

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

20.08.2024

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1. The Petitioners have approached this Court for quashing FIR No.532/2014 dated 30.09.2014 registered at Police Station Bharat Nagar for offences under Section 498A, 406 & 34 IPC read with Section 3 & 4 of the Dowry Prohibition Act on the ground that the parties have amicably settled their disputes. The present proceedings arise out of the matrimonial disputes 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 a Memorandum of Understanding dated 07.10.2023. The said MoU reads as under:-

“This MOU is made and executed at Delhi on this day of September, 2021 between : Smt. Rajni W/o Sh. Manoj, aged about 31 years, R/o H. NO.154/155, J.J.



colony, Wazirpur, Delhi and presently resident of Shastri Nagar, Delhi (hereinafter referred to as the First Party/ Wife) AND Sh. Manoj S/o Sh. Jagdish Chauhan, aged about 34 years, R/o H. No.1/1, Sector-13, Near Mehta Chowk, Namaul, Haryana, presently at Delhi (hereinafter referred to as the second party/husband);

Whereas the parties to this deed was marred on 30.06.2006 as per Hindu Rites and Ceremonies at Delhi and out of their wedlock, one daughter namely Neha (aged about 13 years) was born, who is presently in the care and custody of the first party.

And whereas due to temperamental differences, the parties could not continue to live under the same roof and they started living separately with each other since 17.10.2013 and there is no relationship of husband and wife between them since then till date.

And whereas thereafter both the parties involved in the litigation and the following cases are pending between the parties:

i) Proceedings pending arising out of FIR no.532/2014, P.S.498A/406/34 IPC P.S. Bharat Nagar, Delhi lodged by the First party against the Second party and his family members and the proceedings out of the said proceedings are pending in the court of Ms . Preeti Rajoria, Ld.M.M., Mahila court, Rohini Courts, Delhi , now fixed for

ii) Execution proceedings arising out of the proceedings U/S 125 Cr.P.C. are presently pending in the court of Ms Seema Maini, Ld. P.J., Family Courts, Rohini courts, Delhi and the same already stood withdrawn on 13.9.2021.

And whereas during pendency of the said litigations,



the parties through their respective relatives, common friends and respectable persons of the society have agreed at a mutual settlement to settle the dispute in order to put to end their relationship and they have agreed to seek divorce between them by way of mutual consent, withdraw all their pending litigation/ complaints filed against each other and the terms of settlement were reduced into writing between the panchayat /respectable persons. Copy of MOU arrived at between the parties dated 29.8.2021 is enclosed which shall form part of the present MOU, is annexed. However, now the said conditions have been reduced in writing by way of present settlement to settle their disputes amicably forever, on the following terms and conditions:-

1. That it has mutually agreed between both the parties that the parties shall get their marriage dissolved by way of mutual consent through the concerned court of law and both the parties shall cooperate with each other and shall take necessary steps in this regard and shall appear before the concerned court of law at Rohini Courts, Delhi by filing the petitions for mutual consent as provided U/s 13- B(1) and 13-B(2) of H.M. Act and record their statements to that effect and also make themselves available before the court or other wise to complete the said formalities.

2. That it has mutually agreed between both the parties that the built up House baring no. 1515, total area measuring 26.38 square yards, situated at Mohall Shastri Nagar, Tehsil Namaul, Haryana; which is presently standing in the joint names of both the parties. It has been mutually agreed that the said house shall be owned and possessed by the first party. The total value of the said house has been fixed Rs. 19,00,000/- and the first party shall pay a sum of Rs. 5,70,000/- to the second party (after deducting the amount of Rs. 50,000/- towards repair of house and Rs.



13,000/- towards jewelry), in cash/cheque to the second party towards his 1/3rd share in the said house out of total value of Rs. 19,00,000/- and after receipt of the said amount of Rs. 5,70,000/-, the second party shall be left with no claim over the abovesaid house and the first party shall become the sole and absolute owner of the said house. After receipt of the abovesaid amount of Rs. 5,70,000/-, the second party shall execute necessary papers for transfer of the said entire house in the name of the first party as soon as the marriage is finally dissolved by the competent court of law and the second party shall also appear before the concerned authority and also necessary execute papers.

The second party has also agreed to handover the original title papers of the abovesaid property to Sh. Narayan Mahawar, the surety who has stood as surety for and on behalf of the second party. The amount of Rs. 5,70,000/- being paid by the first party is also being kept with surety Sh. Narayan Mahawar and as soon as the marriage is dissolved between the parties, the said surety shall handover the original papers of the abovesaid house to the first party and the sum of Rs. 5,70,000/- shall be paid to the second party in the above terms.

3. That after receipt of the aforesaid house, the second party shall left with no claim against the said house.

4. That in view of the receipt of her share in the house, the first party shall be left with no claim against the second party or his family members either for herself and the minor daughter and all their claims towards maintenance (past, present and future), pennanent alimony, istridhan etc. and all their claims stand settled in the above said manner.

5. That the custody of the minor daughter shall remain



with the first party and the second party shall not claim either the custody of minor or the visitation rights to the minor daughter.

6. That the First party shall maintain, upkeep and upbringing daughter and meet out all the expenses of their education, day to day expenses, and all future expenses and the Second party shall not be liable to pay anything in future and they shall also have no right in the properties of the Second party. Similarly, the Second party shall also not raise any claim in the properties of the first party in future.

7. That both the parties shall withdraw all the pending litigation/ cases /complaints against at the earliest, from the concerned courts of law either on the already date fixed or by way of filing necessary application/s for withdrawal /disposal of the same and both the parties shall cooperate with each other so that all the litigation may be put to end prior to filing of the petition U/S 13- B(2) of the H.M. Act.

8. That the First party undertakes to cooperate the Second party in getting the FIR No.532/2014, U/S 498A/406/34 IPC, P.S. Bharat Nagar, Delhi quashed and the First party will fully cooperate the Second party in this regard by giving her NO objection/affidavit as well as by making her statement before the Hon'ble High Court of Delhi at the time of hearing and disposal of the said petition.

9. That if any party withdraws his/her consent upto second motion petition under Sec. 13-B(1) & 13-B(2) of H.M.Act, in that case and if any of the parties fails to adhere to the terms of this settlement, then the aggrieved party shall be entitled to take necessary legal action/s in the matter as are available under the law and he/she shall also be at liberty to revive all the litigations and proceed with them as per law.



10. That in case the second party fails to transfer the abovesaid house in the name of first party, then he shall pay the double of Rs. 5,70,000/- to the first party and the first party shall be entitled to continue revive the pending litigations.

11. That the litigation/cases, if any, pending between the parties shall be withdrawn by the concerned parties immediately /forthwith and none of the party will pursue the same in any manner any more.

12. That the parties will not interfere in the day to day affairs of the other party in any manner and the parties are free to lead their lives as per their own convenience.

13. That the none of the party shall file any claim, complaint, petition etc. against the other party or their respective family members of any nature and if any complaint or case is found to be filed or pending filed by any party, the same shall be deemed to be withdrawn and settled and none of the party shall pursue the same in any manner.

14. That after the terms of this settlement are fulfilled, none of party shall be left with no claim against each other and all their claims against each other shall stand settled in all respects.

15. That the present settlement has been arrived at out of their own free will and consent and without any force, pressure or coercion from any comer.

16. That both the parties undertaken to comply with the terms and condition of this MOU in its spirit and shall be bound by the terms of 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. Respondent No.2/Complainant has also filed an affidavit affirming the fact that all the disputes with the Petitioners have been amicably settled out of her own free will, without pressure, coercion or undue influence.

4. Considering the fact that the disputes are purely private in nature 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.

5. 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, the FIR No.532/2014 dated 30.09.2014 registered at Police Station Bharat Nagar for offences under Section 498A, 406 & 34 IPC read with Section 3 & 4 of the Dowry Prohibition Act 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.

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

SUBRAMONIUM PRASAD, J

AUGUST 20, 2024

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