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

+ **CRL.M.C. 5563/2024**

PURAN BAHADUR PUJARA & ANR.

.....Petitioners

Through: Mr. Jeewan Chandra, Mr. Arun
Kumar Kweera, Mr. Suresh Chandra,
Mr. Pankaj Kumar Srivastava, Advs.

versus

STATE OF NCT OF DELHI AND ANR.

.....Respondents

Through: Mr. Satish Kumar, APP for the State
with SI Banwari Lal, ASI Pardeep, PS
Tigri.
Ms. Poonam Pujara, Adv. for R-2
with R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

22.07.2024

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1. The present petition has been filed under Section 482 Cr. PC seeking quashing of FIR No. 309/2022 registered at PS Tigri under Sections 406/498AIPC and all other proceedings emanating from it.
2. The marriage between the petitioners and respondents was solemnized on 25.04.1999 at Delhi as per Hindu Rites and ceremonies. Two children namely Karan Pujara and Ms.Sonalika Pujara were born from the said wedlock on 26.05.2001 and 10.12.2009 respectively. 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 deed dated 05.10.2023 at Mediation and Conciliation Centre Saket Courts, New Delhi.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 25.04.2024 by the Court of Principal Judge, Family Court, Dehradun.
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. 309/2022 registered at PS Tigri under Sections 406/498AIPC and all the other proceedings emanating therefrom.
6. I have gone through the settlement deed dated 05.10.2023 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. It is agreed between the parties that since there is no chance of their re-union and keeping in view their future welfare and better prospects, they will part their ways by seeking decree of divorce by mutual consent.

2. It is agreed between the parties that second party/husband shall pay total amount of Rs. 1,00,000/- (Rupees One Lakh only) to the first party/wife towards full and final settlement of all her claims including maintenance (past, present and future), permanent alimony, stridhan etc.

3. It is agreed between the parties that at present both the children are in the custody of the father/JD.

4. It is also agreed between the parties that both the parties shall



file the first motion divorce petition on mutual consent before the appropriate court within a week post signing of the present settlement and further, out of the above- mentioned settled amount of Rs. 1,00,000/-, sum of Rs. 25,000/- shall be paid by the second party/husband to the first party/wife at the time of statement for first motion divorce petition.

5. Thereafter, It is further agreed between the parties that both the parties will file the second motion divorce petition within the stipulated period, as per law and further, out of the above-mentioned settled amount of Rs. 1,00,000/-, sum of Rs. 25,000/- shall be paid to DH by the JD at the time of statement for second motion divorce petition. Both the parties shall co-operate with each other in preparation of petition for divorce by mutual consent.

6. An FIR bearing FIR No. 309/2022, U/s 498/406/34 IPC, registered, P.S. Tigri, New Delhi, has been registered against the accused persons, namely, Puran Pujara and Parvati Devi, on the complaint of complainant, for which the accused person shall move for quashment petition u/s 482 Cr.P.C. for quashing of the present FIR before Hon'ble High Court of Delhi within 15 days after getting decree of divorce. The complainant shall fully co-operate for quashing of the Said FIR as well as all proceedings emanating therefrom against all accuses persons, as mentioned above. The complainant shall sign her affidavit of no objection, appear and do whatever required in order to get present FIR quashed as well as all proceedings emanating therefrom before the Hon'ble High Court. The litigation expenses shall be borne by the accused person. Further after the statement of second motion and further, the balance amount of Rs. 50,000/- (Rupees Fifty Thousand only) shall be paid to DH/wife by the JD/husband at the time of quashing of above-mentioned FIR.

7. It is further agreed between the parties that both the parties shall withdraw their respective cases before filing of Second Motion Divorce Petition from the court concerned.

8. That it is agreed between the parties that if the first party



commit breach or default of this mutually agreed settlement at any stage, the amount taken by the First Party shall be returned to Second party with interest @ 12% p.a. and if the Second party commit breach or default of this mutually agreed settlement at any stage, the amount given earlier shall stand forfeited by the First Party.

9. It is further agreed between the parties that no party shall withdraw from the present settlement and shall co-operate each other to get the mutual divorce in terms of the present settlement. If any party to this present Settlement fails to cooperate at any stage of proceedings, the other party shall be at liberty to initiate all the proceedings against the faulty party on account of breach of the present settlement by way of suing the other party in accordance with the law of the land.

10. It is also agreed by the parties that upon compliance of the above mentioned terms and conditions of this settlement, the parties shall not raise any claim(s) against each other or each other(s) parents and relatives qua the present matter, they shall not file any civil/criminal case pertaining to their marriage and/or with regard to their respective movable or immovable property/properties (individual or ancestral), whatsoever as with the signing of the present Settlement everything mentioned as above stands settled in every manner.

11. It has also agreed between the parties that post execution of the present Settlement both the parties hereto shall not have any grievance left against each other, therefore, in view of the same, both parties have further undertaken that they shall not level any allegations against each other or each other(s) parents/relatives/friends or cause act in a manner so as to harm the reputation and image of the other, in the family or the society at large.

12. That both the parties undertake not to interfere in each other's life or in their future prospects and both the parties shall not malign each other or their families over any social media platform.



13. It is also agreed between the parties that pursuant to the settlement reached between the parties, all the matters, which are pending between the parties before any court/forum/PS/any authority of law 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..”

7. As per the final settlement, Rs.1,00,000/- has been paid to the respondent No.2.
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 she has received full and final settlement amount. And since the marriage between the parties has also been dissolved as per Hindu Rites and



ceremonies, she has no objection if FIR No. 309/2022 registered at PS Tigri under Sections 406/498AIPC and all the other proceedings emanating therefrom are quashed.

10. 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.

11. In view of the above, FIR No. 309/2022 registered at PS Tigri under Sections 406/498AIPC and all the other proceedings emanating therefrom are quashed.

12. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

JULY 22, 2024

Pallavi