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

+ **CRL.M.C. 6255/2024**

PANKAJ YADAV & ORS.

.....Petitioners

Through: Mr. Nishchay Kapoor (D/5430/2021)
and Mr. Nishant Yadav
(D/5604/2021), Advocates.

versus

THE STATE NCT OF DELHI AND ORS.

.....Respondents

Through: Mr. Shoaib Haider, APP for the State.
SI Ritika Dhiwan (D-1915), PS
Chanakyapuri.

+ **CRL.M.C. 6256/2024**

SHRI CHHATERPAL SINGH & ORS.

.....Petitioners

Through: Mr. Nishchay Kapoor (D/5430/2021)
and Mr. Nishant Yadav
(D/5604/2021), Advocates.

versus

THE STATE NCT OF DELHI AND ANR.

.....Respondents

Through: Mr. Shoaib Haider, APP for the State.
SI Ritika Dhiwan (D-1915), PS
Chanakyapuri.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

13.08.2024

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1. CRL.M.C. 6255/2024 has been filed by the Petitioners seeking quashing of FIR No.137/2022, dated 26.07.2022, registered at Police Station Chanakyapuri, for offences under Sections 498A/34 IPC and Section 4 of



the Dowry Prohibition Act.

2. CRL.M.C. 6256/2024 has been filed by the Petitioners seeking quashing of FIR No.107/2022, dated 14.06.2022, registered at Police Station Chanakyapuri, for offences under Sections 354/354A/354B/509 IPC.

3. Both the FIRs arise out of matrimonial dispute between the parties. The present Petitions have been filed for quashing of the aforementioned FIRs on the ground that the parties have entered into a settlement agreement dated 23.12.2023, arrived at between the parties before the Family Court, Patiala House and the same reads as under:

“The matter was referred for counseling by Ld. Principal Judge, Family Court, Patiala House Courts, New Delhi.

The admitted facts as per the Parties are, Parties agree that marriage between the parties was solemnized as per Hindu rites and ceremonies on 25/05/2021 out of the said wedlock no Child/children were born, Parties further state that due to matrimonial discords and differences, they are living separately since October 2021.

Parties also state that they have explored all the possibilities of reconciliation and are unable to reside together as husband and wife and there is irretrievable breakdown of marriage.

Besides the present matter, following litigations are pending between the parties:

Cases filed by the Petitioner (Wife) (I) FIR No-137/2022 U/s 498A/34 IPC and U/s 4 Dowry Prohibition Act. Police Station Chanakya puri, New Delhi pending at Patiala House District court New Delhi



(2) FIR No 0107/4022 u/s 354/354A/354B/509 IPC Police, Station Chanakyapuri, New Delhi filed against respondents father and brother etc pending at Patiala House, District court, New Delhi.

Case filed by the Respondent (Husband) Divorce Petition HMA No- 1099/2022 pending at Tis Hazari Family Court New Delhi. Process of counselling explained in detail to both the parties with greater emphasis on confidentiality. Heard the parties jointly and separately after mutual discussion Parties have agreed to settle their disputes under the following terms and conditions:

1. Whereas, the parties in pursuance of the above mentioned settlement agreement are willing and ready to sever their marital relationship.

2. Parties hereby have mutually agreed to dissolve their marriage by filing a joint petition for divorce by way of mutual consent U/s 13 (B)(I) of the Hindu Marriage Act, 1955 in the court of competent Jurisdiction at New Delhi on or before 10/01/2024.

3. It is agreed between the parties that after expiry of mandatory prescribed period of six (6) months or any other earlier, if any so permitted under the law / judicial pronouncement, they will file second motion as contemplated under the Hindu Marriage act, 1955 or in any other law and both the parties shall cooperate in entire process of mutual consent divorce proceedings and shall duly appear before the Hon'ble court for recording of the respective statement as required



in law for the first and second motion.

4. It is agreed between the parties that the respondent (Husband) shall pay lump sum compensation of Rs.22,00,000/-(Twenty Two Lakh) to the petitioner (wife) as full and final settlement (against the petitioners (Wife) past present and future maintenance, permanent alimony, stridhan etc,) under the following manner in three instalment.

5. That respondent (husband) will pay a sum of Rs.800000/-(Eight Lakh) In the form of DD to the petitioner (wife) at the time of recording of statement of both the parties before the Hon'ble family courts under the first motion proceedings. First motion petition shall be prepared by respondent (Husband).

6. That the respondent (Husband) will pay Rs.700000/- (Seven Lakh) to the petitioner (wife) at the time of recording of statements of both the parties before the Hon 'ble family court on under the second motion proceedings in the form of Demand Draft Second motion petition shall be filed by both the parties within 30 days of expiry of mandatory cooling period of six month after completion of first motion or both the parties shall file an application for waiving of mandatory cooling period of Six months after first motion. Second motion petition shall be prepared bay respondent (Husband).

7. It is further agreed between the parties that the-respondent (Husband) shall pay Rs. 700000/- (Seven Lakh) the form of DD to the petitioner (wife) at the time of quashing of two FIR No (1) 137/2022 U/s. 498A/34 IPC P.S Chanakyapuri



*New Delhi (2) 0107/2022 U/s-354/354A/354B/509
IPC Police Station Chanakyapuri New Delhi in
Hon'ble Delhi High Court within 30 days after
second motion and petitioner (Wife) shall
cooperate and sign all the necessary affidavits
and appear for statements and do the needful in
quashing of said FIR. The FIR quashing shall be
filed by Husband.*

*8. That both the parties undertakes not to
establish any future contact with each other in
any manner whatsoever from the date of signing
of the present deed and only contact that shall be
made between the parties shall be only with
respect to the signing of divorce petitions and
coordination of dates for appearance before the
court.*

*9. The parties also undertake not to interfere in
each other's life directly or through family
members, relatives or any indirect mode. The
parties hereby admit and acknowledge that they
shall stand severed of any relationship
whatsoever with each other.*

*10. It is agreed between the parties that in event
of non-appearance for the purpose of disposal of
second motion and decree of divorce or quashing
of FIR in Delhi High Court or any other High
Court in India the petitioner (Wife) shall return
the received amount with 2 percent interest per
month to the respondent (Husband). Similarly, if
the respondent (Husband) does not appear for the
purpose of disposal of second motion and decree
of divorce and quashing of FIR the said amount
shall stand forfeited by petitioner (Wife) and shall
not be adjusted in any arrear or any other.*



11. This agreement constitutes the entire agreement between the parties and supersedes all or any prior agreement/ correspondences/ negotiations/discussions /representations, both any prior agreement /correspondences/ negotiations/discussions /representations, both written as well as oral, among the parties.

12. Parties, also agree that the petitioner (Wife), shall not claim, in future, any maintenance (past, present, future), any istridhan, or lay claim on any right, title or interest in the (movable and immoveable) properties of the respondent (Husband) or his family members.

13. It is agreed that both the parties, shall withdraw all the cases and complaints filed against each other from the respected Hon'ble courts, police station, and concerned authorities before the second motion of mutual divorce.

14. It is agreed between the parties that all the matters relating to this marriage either civil or criminal are settled and neither the parties nor their relatives shall make any complaints against each other in future and will not file any case/complaints against each other at any time in future in any court of law/police station etc.

15. It is agreed and parties undertake not to file any other complaint, petition, execution application etc. against each other at any time in future in any court of law in India and both the parties here by agree to abide by present settlement as having been reached without any undue influence, pressure or coercion.

16. It is agreed between the parties that in the



event of failure of the compliance of present settlement, both the parties shall be at liberty to seek revival and peruse their respective cases/remedies under law which includes proceedings mentioned herein.

17. That the present agreement is being executed by the parties in pursuance of their future interest and without any force or coercion and the same is based on free consent of the parties.

18. The parties have agreed on each and every terms as recorded in the settlement agreement, after carefully reading overland fully understanding and appreciating the contents, scope and effect thereof, as also the consequences of the breach thereof, including payment of the fine/penalty as mentioned above.

19. It is agreed between the parties that in the event .of breach of any condition In the present deed, the parties are free to avail the remedy as available to them under the respective laws and would not be barred from the terms of the present settlement deed.

The above settlement between the parties has been arrived at out of their free will, volition and consent and without any force, pressure, undue influence, coercion or mistake /misrepresentation (both of Law and fact) from any quarter whatsoever and the settlement agreement has been correctly recorded, the said agreed terms and contents of the present settlement have been read over to the parties in vernacular.”

4. The Petitioners and Respondent No.2/Complainant have joined the proceedings. 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. She has been paid the remaining sum of Rs.7,00,000/- in Court today by way of a Demand Draft. She states that she has received the entire amount and has settled all her disputes with the Petitioners out of her own free will, without pressure, coercion or undue influence.

5. In view of the mutual settlement arrived at between the parties and in view of the fact that the instant case is squarely covered by the law laid down by the Supreme Court in Gian Singh vs. State of Punjab, (2012) 10 SCC 303, and to ensure peace and harmony between the parties, this Court is satisfied that no useful purpose will be served in continuing with the present proceedings. Resultantly, FIR No.137/2022, dated 26.07.2022, registered at Police Station Chanakyapuri, for offences under Sections 498A/34 IPC and Section 4 of the Dowry Prohibition Act and FIR No.107/2022, dated 14.06.2022, registered at Police Station Chanakyapuri, for offences under Sections 354/354A/354B/509 IPC and the proceedings emanating therefrom are hereby quashed. The parties shall remain bound by the mutual settlement and the undertaking given to the Court.

6. The Petitions stand disposed of in above terms. Pending applications, if any, also stand disposed of.

SUBRAMONIUM PRASAD, J

AUGUST 13, 2024

Rahul

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