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

+ **CRL.M.C. 6286/2024, CRL.M.A. 24056/2024**

TUSHAR ARORA AND ORS

.....Petitioners

Through: Mr. Deepak Pathak, Advs. with the
petitioners in person.
P-3 through VC

versus

STATE OF NCT OF DELHI AND ANR

.....Respondents

Through: Ms. Kiran Bairwa, APP for the State
with SI Rajesh Kumar, PS Mukherjee
Nagar
Mr. Rajkumar, Mr. Sanchet Sharma,
Advs. with R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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04.09.2024

CRL.M.A. 24056/2024 (exemption)

Exemption allowed, subject to all just exceptions.

Application stands disposed of.

CRL.M.C. 6286/2024

1. Present petition has been filed quashing of FIR No. 515/2021 dated 09.10.2021 registered under Section 498A/406/34 IPC at PS Mukherjee Nagar and all the other proceeding emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 29.07.2016 in accordance with the Hindu Rites and Ceremonies. One female child namely



Anaisha/Syrah was born out of their wedlock on 08.09.2020. 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 10.05.2024. A mutual divorce petition was also filed, and a decree of divorce was granted vide order dated 19.07.2024 passed by Learned Family Court, Rohini Courts, Delhi.
4. 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. 515/2021 registered under Section 498A/406/34 IPC at PS Mukherjee Nagar and all the other proceeding emanating therefrom.
5. I have gone through the settlement dated 10.05.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:
 1. *That there is no exchange of any money or articles between the parties to this MOU. The Second Party undertakes to maintain Baby Anaisha during life and Second Party is not claiming and shall not make any claim of alimony and maintenance for her and Baby in future.*
 2. *That it has been agreed between the parties hereto that parties shall file the petition under Section 13B(1) and (2) of the Hindu Marriage Act, for the dissolution of marriage by mutual consent and also co-operate with each other in the said proceedings.*
 3. *That the parties have decided to*



(i) First stage: -File Petition under Section 13B (1) HMA("First Motion") before the Family Court, Rohini.

(ii) Second stage: -Both parties shall withdraw their respective cases from the concerned court.

(iii) Third stage: After withdrawal of respective cases by the parties, the parties shall sign Petition under Section 13B(2) HMA ("Second Motion") and No Objection for quashing of FIR shall be signed by the Second Party which shall accompany the Quashing petition of First Party and his family members under Section 482 Cr PC before Hon'ble High Court of Delhi and shall be filed before the Hon'ble High Court. The Parties shall record their statement before the Ld. Family Court in Second Motion after being filed before the Ld. Family Court.

(iv) Fourth Stage:-The Second Party shall appear before the Hon'ble High Court and cooperate in quashing of the FIR by OF giving consent for the same before the Hon'ble High Court.

4.It has been also agreed between the parties that if any party resile from his/her commitment and fail to comply with the terms and conditions of the present MOS, the aggrieved party shall every right to move to the court to revive the withdrawal cases from its same stages or the aggrieved party can also move to the court to get the relief as per the terms and conditions of the present MOS. Further, the party shall initiate contempt proceeding against the party resiling from the terms of the present MOS and does not come forward and cooperate in the manner as stated in the above stated proceedings.

5.That it has been agreed between the parties hereto that the custody of the minor Anaisha will remain with the second party herein and the first party will not claim the custody of the minor and also not demand any meeting right with the minor after signing of the present MOS.

6.It has been further agreed that the second party will not file any claim on behalf of the minor and herself against the first party or his relative for any share in immovable or moveable assets of the first party or his relatives and the second party surrender all the rights of the minor after signing of the present MOS. The Second Party and Baby Anaisha shall be left with no right and interest of the moveable or immovable property of the First Party which he



may earn or acquire in future. The Second Party undertakes to maintain Baby Anaisha during life and shall not claim any maintenance from First Party in any manner and ever. The Second Party shall not in any manner enforce the interim order of maintenance passed by the Ld. Family Court in Maintenance Petition under Section 125 Cr PC bearing case no. 288/2022 as stated above.

7. That it has also been agreed between the parties to this MOS that they shall not litigate with each other relating to any matter whatsoever arising out of their marriage, provided that in case of breach committed by any party, of his/her obligation under this Agreement/MOS/Compromise Deed, such legal action as may be necessary shall be taken by the aggrieved party, as the parties to this Agreement/MOS/Compromise Deed are bound by the terms and conditions of this Agreement/MOS/Compromise Deed after signing of the same.

8. That the First Party and the Second Party agree and undertake that neither of them nor their families and relatives shall claim any right, title, interest in any movable and/or immovable properties of each other.

9. The parties will not attempt to intimidate each other directly or indirectly through their relatives/family members/common friends in any manner during the existence and even after the divorce between the parties.

10. Both parties agree that their respective family members and relatives will not intimidate each other during the proceedings or thereafter at any point of time.

11. That it is put on record and reconfirmed by the parties to this settlement, their family members and other relatives that the mutual consent of the parties is voluntary and out of their own accord and has not been obtained by force, fraud or undue influence.

12. That it has been represented by both the Parties that they or their family members or relatives have not filed any other case or complaints/case/appeal against each other or their family members/relatives and if any case or complaint/case/appeal is found, the same shall stand compromised and deemed to be considered withdrawn and null and void in terms of this Memorandum of Settlement.



13. That the contents of this MOS have read over to the parties and they have been explained the terms of this MOS and they have understood the same to be true and shall be bound by the terms and conditions of the same. It has also been agreed between the parties to this MOS if any party will withdraw himself/herself from any terms or conditions of this MOS, the other party have fully right to enforce this MOS through court of law at the cost of defaulter party.

14. That the present MOS has been prepared with two original sets to be retained by both parties in original.

6. 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) 5 SCC 226; ***Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another***, 2019 SCC OnLine Del 8179.
7. Both parties are present in court today, and have been duly identified by the IO. Respondent no. 2 submits that she has entered the settlement voluntarily without any fear, force or coercion.
8. A joint statement of the petitioner no.1 and respondent no.2 has been separately recorded in court today, regarding the present settlement having no bearing on rights of the child namely Baby Anaisha/ Syrah.



9. I have gone through the settlement dated 10.05.2024. 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.
10. In view of the settlement arrived at between the parties, FIR No.515/2021 dated 09.10.2021 under Section 498A/406/34 IPC at PS Mukherjee Nagar and all the other proceeding emanating therefrom are quashed.
11. The petition stands disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 4, 2024

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