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

+ **CRL.M.C. 6375/2024**

KUNAL SETH & ORS.

.....Petitioners

Through: Mr.Amod Sharma, Adv. with
Petitioner No.1

Petitioners Nos. 2 to 4 through VC

versus

STATE GOVT. OF NCT OF DELHI & ANR.Respondents

Through: Mr. Kiran Bairwa, APP for the State
with SI Nisha, PS Mohan Garden
Mr. E. Krishna Dass, Adv. for R-2
with R-2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

16.08.2024

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CRL.M.As. 24379-80/2024

Exemptions are allowed subject to all just exceptions.

CRL.M.C. 6375/2024

1. The Present petition has been filed under section 482 Cr.P.C for quashing of FIR 245/2021 registered under Section 498A/406/34 IPC at PS Mohan Garden and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioners submits that the petitioner No.1 and Respondent no.2/complainant married on 25.01.2019 in accordance with the Hindu Rites and Ceremonies and no child was born out of the said wedlock. However, on account of temperamental differences and mental incompatibility, the parties started living



separately since June, 2020 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 12.05.2023.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 22.05.2024 as per HMA No.1408/2024 by the Judge, Family Court-01, West District, THC, 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 245/2021 registered under Section 498A/406/34 IPC at PS Mohan Garden and all the other proceedings emanating therefrom.
6. I have gone through the settlement deed dated 12.05.2023 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. That the Second Party agrees to pay a total settlement amount of Rs. 20,00,000 (Rupees Twenty Lakhs) to the First Party towards all her claims made with respect to maintenance, permanent alimony, Istridhan or any other article needed for her upkeep or any other claim whatsoever in past, present or future. That the second party shall pay the sum of Rs. 20,00,000/- (Rupees Twenty Lakhs) in three installments to the first party and which is subject to fulfillment of terms and conditions as mentioned in this agreement.

A. 1ST INSTALLMENT: That the Second Party shall pay the



First Installment i.e. a sum of Rs. 6,00,000/- (Rupees Six Lakhs) through Demand Draft to the First party at the time of recording of statement of parties in petition under section 13B(1) of the Hindu Marriage Act, 1955 which shall be filed before the respective Courts at Tis Hazari, Delhi within 21 days from the execution of the present Deed of Settlement.

B. IIND INSTALLMENT: That the Second party shall pay the second Installment i.e. another sum of Rs. 6,00,000/- (Rupees Six Lakhs) through Demand Draft to the First party at the time of recording of statement of parties in petition under section 13B(2) of the Hindu Marriage Act, 1955.

C.IIIRD INSTALLMENT: That at the time of recording of her statement subsequent to filing of affidavit /NOC before the Hon'ble Delhi High Court for quashing of the F.I.R. No. 0245/2021 U/s 498A/406/34 with P.S. Mohan Garden, Delhi the Second Party shall pay the last and final installment of Rs. 8,00,000 (Rupees Eight Lakhs) to the First Party by way of Demand Draft.

2.That a joint quashing petition shall be filed simultaneously to filing of First motion petition by the parties within 21 days of execution of present Settlement agreement and whereas the First party undertake to fully co- operate with the Second party and his family members and the alleged co- accused for getting the F.I.R. no. 0245/2021 U/s 498A/406/34 of IPC quashed before the Hon'ble Delhi High Court. That First party shall remain available for recording of her statement and shall furnish her affidavit /NOC/statement promptly during the proceedings before The Hon'ble High Court of Delhi for getting the above said F.I.R. quashed as per law. The First party shall endeavor to do and stay available for all/any requisites beside appearing before the Hon'ble Delhi High Court towards quashing of the above mentioned F.I.R. and proceedings emanated therefrom. Though no charge-sheet has been filed in this regard till date.



3. That the parties undertake that they will inform the concerned Court and authorities / Police i.e. wherever the cases, complaints and applications against each other are pending between them qua the execution of present compromise agreement between the parties and seek disposal of the said cases respectively at the first opportunity.

4. That the first party shall withdraw the above mentioned petition U/s 125 Cr.P.C and petition U/s 12 of the Protection of Women from Domestic Violence from the respective Courts at the first instance immediately after the receipt of first installment of the compromise amount of Rs.6,00,000/- (Rs. Six Lakhs) from the Second Party. That the Second party shall simultaneously withdraw the application filed by him against the first party for perjury i.e. under Section 340 Cr.P.C. from the respective Court. That the said withdrawal shall be subject to revival of the petitions and applications if either party withdraw his or her consent or failed to comply with the terms of the present Settlement Agreement.

5. That upon execution of present settlement deed the Second party shall withdraw the Divorce Petition filed by him against the first party with liberty to file afresh the same in case of non-performance/ non compliance of duties/obligations and terms of present settlement deed by the First Party.

6. That it has been further agreed between both the parties that after obtaining the first motion they shall file Petition under Section 13B(2) within 30 days from the date of grant of First Motion alongwith a joint application for seeking waiver of statutory period of 6 months as per law. That the parties shall co-operate in getting the period of 6 months waived and shall appear before the court promptly.

7. That the parties admits and acknowledge that they shall not claim any other articles or amount from each other



and/or their family members in any form whatsoever, for their upkeep, maintenance, whether past, present or future and all their claims towards maintenance, permanent alimony, Istridhan or under any other legal provision shall stand settled fully and finally between the parties and no claim, right, remedy remains with them against each other and their family members and as such none of them would raise any complaint, claim and/or anything in future from each other or their family members except as stated in the present Settlement Agreement.

8. It is further agreed and stated that at the time of execution of this deed that the Second party shall return all the leftover personal belongings of the First party within 7 days in the nature of Furniture being, Godrej Iron Almirah, Sony Bravia Smart TV 40 Inch, Philips juicer Mixer, Tissot Ladies Watch, Double Bed with 1 Side Table and Mattresses, Signature Double Bed Blanket, Dinner Set, and Approximately 5 Heavy wedding Bed sheets, 3 Cotton Bed Sheet, 1 Trolley bag UCB, 1 Wedding Lehnga, 11 Suit Party wear, 2 Hand Bag, 5 Heavy Gown Dress, 4 Sarees, 4 Kurti Legging Suits, 11 Western Dresses, 4 jeans and Top, 4 Sweater, 2 Jackets, 1 coat, pairs of daily footwear etc. subject to availability including Wedding Ring given by the parents of the first party to the Second party and while returning the above said Almirah the First Party will open and show the articles lying in the same and shall return any all belongings of the Second party and/or his family including but not limiting to the educational certificates of the Second Party herein and nothing remains whatsoever and hereafter the First party will have no claim of any nature with respect to any of her articles/belongings with Second Party or at his House.

9. That the parties have fully understood the terms and conditions of the present settlement agreement and shall abide by the same and shall not commit any breach to any of the terms and conditions mentioned herein above. In case of any breach by either party regarding the terms of present



MOU/Settlement Deed, the aggrieved party shall be entitled to file appropriate proceedings to enforce the terms of the present agreement & to cure the said breach as per law including the contempt of Court proceedings.

10. That the parties undertake and assure to fully cooperate with the institution and conclusion of separation proceedings as detailed above.

11. That the parties shall not institute any fresh litigation or lodge any complaint whatsoever against each other and their family members after execution of the present Agreement except in case of default to perform his/her part in terms of present settlement deed.

12. That the parties undertakes and assures neither they nor their family members shall do any act/acts which would cause prejudice or deface any parties and their family members in present in present or in future.

13. That if any parties has filed any litigations or complaints which is not in the knowledge of the other party, in the Court of law, police or any other authority either in New Delhi or any part of India, then, it shall be deemed to be considered as compromised and withdrawn upon execution of present Settlement Deed and shall not have any legal effect.

14. That the parties agree that this Agreement shall be legally binding on each of the parties and the terms of the same shall be strictly adhered to by both the parties. In case of default by either of the party, the other party shall be at liberty to move to the appropriate Court/form against the defaulting party without prejudice which may include but not limited to seek specific performance of the present Settlement Agreement. The parties further undertake that upon execution of the present Settlement Agreement, either of the party can make use of the instant settlement to demonstrate the other party's consent towards termination of such proceedings or inquiries or suits pending before any



Court of law, Police and/or statutory authority(ies).

15. That the first party acknowledges and confirms that subject to receipt of the entire settlement amount of Rs. 20,00,000/- (Rupees Twenty Lakhs) from the Second Party the First party shall be left with no pending claim of any nature against the Second party and his family members relatives in any manner including regarding her Istridhan and valuable items.

16. The parties guarantee that they shall abide by and respect the terms of the present Settlement Agreement in good faith. The terms contained herein shall be enforceable qua the parties till the final decree of mutual separation is passed. To ensure final decree of mutual separation is passed expeditiously, the party shall put in conjoint efforts to achieve the same.

17. PENALTY CLAUSE: That it is specifically agreed that in case the First party causes any default / breach of the terms of present Settlement than the First party shall be liable to refund the amount so received by her from the Second party under this agreement alongwith interest @ 12% per annum.

It is agreed that in case of default being caused by the Second Party at any stage after execution of present Settlement Deed the amount already paid by Second Party by virtue of present deed shall remain forfeited by the First Party and no claim shall remain in this regard whatsoever.

18. That it is also agreed that beside the terms of present agreement the parties shall remain bound by the law laid down as per judgement of Rajat Gupta Vs. Rupali Gupta in CONT. CAS(C) 772/2013 dated 15.05.2018 passed by the Hon'ble High Court of Delhi.

19. That it is further agreed that in case of failure to perform her part of the agreement i.e. to file NOC and get her statement recorded by the First party before the Hon'ble



Delhi High Court for quashing of F.I.R. no. 0245/2021 u/s498A/406/34 of IPC with P.S. Mohan Garden, Delhi in terms of present agreement than the Second party shall be at liberty to file quashing petition on the basis of present agreement and the same shall be treated as NOC of First Party and whereupon the First party shall not be entitled for any further payment whatsoever.

20. Severability If any part of this Agreement is declared invalid or unenforceable by a Court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this Settlement Agreement /MOU, unless the Agreement so construed fails to meet the essential purposes of the parties as manifested herein.

21. That the parties undertake that they shall not withdraw their respective consents from filing the divorce petitions through mutual consent during first and second motion. Subject to full compliance to all the terms and conditions of the present agreement, it has been mutually decided that all complaints lodged by either party against each other or their family members shall stand withdrawn and neither party shall file any fresh police complaint, fresh litigation against each other or their family members.

22. That there is no remote possibility or probability of reunion between both the parties.

23. That the parties shall not disturb each other peace or access or come near each other family members or to their houses or their offices after the final grant of decree of dissolution of marriage. Neither party shall place any photographs or any material to put any blame against each other on any social media platform.

24. That the parties herein agreed and acknowledge that they have mutually decided to separate on mutual consent out of their own free Will and there is no coercion, force, fraud or undue influence from any corner.”



7. The total settlement amount in terms of settlement deed dated 12.05.2023 is Rs.20,00,000/-. Today, as per settlement, a demand draft bearing DD No. 502515 dated 24.05.2024 drawn on ICICI Bank of Rs.8,00,000/- is handed over to the respondent No.2 in Court. Respondent No. 2 states that she has received the entire settlement amount.
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 on 22.05.2024 as per HMA No.1408/2024 by the Judge, Family Court-01, West District, THC, Delhi, she has no



objection if FIR 245/2021 registered under Section 498A/406/34 IPC at PS Mohan Garden 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 245/2021 registered under Section 498A/406/34 IPC at PS Mohan Garden and all the other proceedings emanating therefrom are quashed.

12. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

AUGUST 16, 2024

Pallavi/KR