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

+ **CRL.M.C. 6535/2024**

PRATIK SAXENA & ORS.

.....Petitioners

Through: Ms. Akriti Tyagi, Adv. with
petitioner.

versus

STATE (NCT) OF DELHI

.....Respondent

Through: Ms. Kiran Bairwa, APP for State and
SI Mamta, PS Dwarka Sector-23.
R-2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

22.08.2024

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CRL.M.A. 24983/2024

1. Exemption allowed, subject to all just exceptions.
2. Application stands disposed of.

CRL.M.C. 6535/2024

3. The present petition has been filed under Section 528 BNSS seeking quashing of case FIR No. 69/2021 dated 03.03.2021 under Section 498A/406/34 IPC registered at PS Sector-23 Dwarka, New Delhi and all the proceedings emanating therefrom.
4. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 27.02.2004 in accordance with the Hindu Rites and Ceremonies and two children namely Mr. Taran Saxena born on 28.11.2006 and Ms. Ira Saxena born on



04.05.2010 were born out of the said wedlock. 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.

5. 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 03.04.2024.
6. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 30.07.2024 as per law.
7. 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. 69/2021 dated 03.03.2021 under Section 498A/406/34 IPC registered at PS Sector-23 Dwarka, New Delhi and all the proceedings emanating therefrom.
8. I have gone through the settlement deed dated 03.04.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“a) mutual consent. The petitioner/wife and the respondent/husband shall seek divorce by

b) The respondent/husband shall pay a sum of Rs. 10,00,000/- (Rupees ten lacs only) to the petitioner/wife towards full and final settlement of all her claims regarding permanent alimony, stridhan and maintenance (past, present and future).

C) The settled sum of Rs. 10,00,000/- (Rupees ten lacs only)



shall be paid by the respondent/husband to the petitioner/wife in three installments by way of demand draft, as under :-

(i) First installment of Rs. 3,50,000/- (Rupees three lacs fifty thousand only) shall be paid by the respondent/husband to the petitioner/wife at the time of recording of their joint statement in the first motion petition u/s.13-B(1) of HMA, which shall be jointly filed by both the parties, on or before 18.04.2024.

(ii) Second installment of Rs. 3,50,000/- (Rupees three lacs fifty thousand only) shall be paid by the respondent/husband to the petitioner/wife at the time of recording of their joint statement in the second motion petition u/s.13-B(2) of HMA. Both the parties shall move second motion petition for divorce within fifteen days of expiry of the minimum statutory period or any time sooner as per law.

(iii) Third installment of Rs. 3,00,000/- (Rupees three lacs only) shall be paid by the respondent/husband to the petitioner/wife at the time of quashing of FIR No 0069/2021. State Vs. Pratik Saxena, P.S. Dwarka Sector 23, U/s 498A/406/34 IPC, before the Hon'ble High Court of Delhi. Respondent/husband Sh. Pratik Saxena S/o Late Sh. NK Saxena; Smt. Veena Saxena W/o Late Sh. NK Saxena; Ms. Shubha Misra W/o Sh. Kaushal Mishra, shall move appropriate petition(s) for quashing of abovesaid FIR, before the Hon'ble High Court of Delhi, within one month from the grant of decree of divorce by mutual consent. The complainant/wife Ms. Priyamvada Saxena, in the abovesaid FIR undertakes to appear before the Hon'ble High Court of Delhi to sign the necessary affidavits, NOC and to cooperate in getting the said proceedings quashed. It has been apprised to the parties that if the parties move quashing petition, then the quashing of the present FIR is the discretionary power of the Hon'ble High Court of Delhi. All the claims have been settled in totality for quashing of above mentioned FIR and proceedings emanating therefrom



qua all person(s)/respondent(s) named in the abovesaid FIR. The expenses for the said quashing shall be borne by the respondent/husband.

6. The custody of abovenamed minor children would remain with the respondent/husband and the petitioner/wife shall seek visitation right on second and fourth Saturday of every month from 5 PM to 7 PM at Gurudwara, Moti Bagh, New Delhi, as per the convenience of the children and the petitioner/wife. The petitioner/wife will be at liberty to take the children on vacations for half of their Summer and Winter vacations, at her own expense, keeping in mind the convenience of the children. No obstruction shall be caused by the respondent/husband at the time of meeting of children with the petitioner/wife.

7. The respondent/husband undertakes that he shall inform the petitioner/wife in case of any change in the children's school/college.

8. The petitioner/wife undertakes to cooperate in signing any document/NOC for the children as and when required.

9. The respondent/husband shall withdraw the above mentioned connected case mentioned at Sr. no. 3 in the list of connected cases at the time of filing of First Motion Petition of HMA and the petitioner/wife shall withdraw the present petition and the above mentioned connected cases mentioned at Sr. no. 2 and 4 in the list of connected cases within a week after recording of statement in the first motion petition u/s. 13-B(1) of HMA.

10. Present settlement shall not affect the rights of children as per law.

11. It is further agreed between the petitioner/wife and the respondent/husband that they would not file any case in future against each other and / or their respective family members in connection with this marriage. Both the parties will not be left with any grievance against each other as



well as their respective families.

12. Both the parties shall make appropriate statements before the concerned courts and shall cooperate with each other in all the legal proceedings, so as to give effect to this settlement.

13. In case any party does not abide by the terms and conditions of this settlement, the other party shall be at liberty to take appropriate action as per law.

14. The parties shall be bound by the terms and conditions as mentioned above.

15. Both the parties shall bear their respective cost of litigation.

16. By signing this settlement, both the parties state that they have no further dispute against each other in respect of the present petition and the above mentioned connected cases and all the disputes and differences in this regard have been amicably settled by them during the mediation.

17. The contents of the settlement have been explained to both the parties in Hindi and they have understood the same. Both the parties undertake that they have consented and signed the above settlement after going through and understanding its contents and they have settled the dispute between themselves of their own free will and without any coercion, pressure, undue influence, force, misrepresentation or mistake from any quarter.”

9. As per settlement, a demand draft bearing DD No. 509365 dated 03.08.2024 of Rs.3,00,000/- (Rupees Three Lakhs only) in the name of Priyamvada Saxena is handed over to the respondent No.2 in the Court. Respondent No. 2 states that she has received the entire settlement amount.
10. 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.

11. 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 as per Hindu Rites, she has no objection if FIR No. 69/2021 dated 03.03.2021 under Section 498A/406/34 IPC registered at PS Sector-23 Dwarka, New Delhi and all the proceedings emanating therefrom are quashed.
12. 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.
13. In view of the above, FIR No. 69/2021 dated 03.03.2021 under Section 498A/406/34 IPC registered at PS Sector-23 Dwarka, New Delhi and all the proceedings emanating therefrom are quashed. However, this



shall not bind the legal rights, title, and interest of the child namely Mr. Taran Saxena born on 28.11.2006 and Ms. Ira Saxena born on 04.05.2010, in any manner. Child namely Mr. Taran Saxena born on 28.11.2006 and Ms. Ira Saxena born on 04.05.2010 shall be at liberty to pursue their legal rights in accordance with law.

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

DINESH KUMAR SHARMA, J

AUGUST 22, 2024/AR/DG..