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

+ **CRL.M.C. 7071/2024**

ARUN SAXENA & ORS.

.....Petitioners

Through: **Mr. Shaurya Sethi, Mr. Nikhil
Sharma, Advs. with the petitioner**

versus

STATE OF NCT OF DELHI AND ANR.

.....Respondents

Through: **Ms. Kiran Bairwa, APP for the State
with SI Vishal, PS Mayur Vihar**

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

06.09.2024

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1. The Present petition has been filed under section 482 of Criminal Procedure Code, 1973 for quashing of FIR No. 258/2019 dated 20.08.2019 registered under Section 498A/406/34 IPC at PS Mayur Vihar and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioners submits that Respondent no.2/complainant married petitioner no.1 on 03.12.2007 in accordance with the Hindu Rites and Ceremonies and two male children were born, namely Shourya Saxena (born on 29.10.2010) and Kavyansh Saxena (born on 05.02.2013) out of the said wedlock. However, on account of temperamental differences and mental incompatibility, the parties started living separately since 19.02.2019 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 08.08.2023.

4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved vide Decree no. HMA 623/24 dated 27.04.2024, as per law.
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. 258/2019 dated 20.08.2019 registered under Section 498A/406/34 IPC at PS Mayur Vihar and all the other proceedings emanating therefrom.
6. I have gone through the settlement agreement dated 08.08.2023 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“i. It is agreed between husband and wife that there is no possibility of reunion due to irreconcilable differences and as such, they have decided to separate their ways and go for dissolution of their marriage by mutual consent in accordance with law as provided under section 13B of Hindu Marriage Act, 1955.

ii. It is agreed between husband and wife that they shall file the first motion petition under section 13B(1) of Hindu Marriage Act for dissolution of marriage by way of mutual consent within 15 days from today.

iii. It is also agreed between husband and wife that prior to filing of the petition under section 13B(1) of the Hindu Marriage Act, the wife shall withdraw the petition under section 13(1)(ia) & 13(1)(ib) of the Hindu Marriage Act from the learned concerned Court.

iv. It is further agreed between the husband and wife that second motion petition under section 13B(2) of the Hindu Marriage Act



shall be filed after expiry of statutory period of six months from the date of disposal of the petition under Section 13B(1) of the Hindu Marriage Act. However, the husband and wife are at liberty to move appropriate application for waiver of mandatory period of six month, if they so desire.

v. It is further agreed between the parties that the husband shall pay an amount of Rs.4,00,000/- (Four Lakhs Rupees only) to the wife towards full and final settlement for her maintenance (past, present and future), permanent alimony, jewellery etc. and the wife undertakes not to put forth any further claim towards the same in future at any stage.

vi. It is agreed between the parties that the persons namely Sh. Arun Saxena, Smt. Kamlesh Saxena (mother-in-law) & Sh. Pawan Saxena (brother-in-law), who are respondents in FIR No. 258/2019 shall file quashing petition under section 482 Cr.P.C. before the Hon'ble High Court within 15 days of grant of second motion petition and wife shall cooperate in quashing of FIR against all above named respondents including filing of affidavit and appearance in the Hon'ble High Court for the said purpose.

vii. It is agreed between the parties that the husband shall pay the above-said settled amount to the wife by way demand drafts/RTGS/NEFT as per the following schedule:-

S. No.	Amount	Date
1.	Rs.1,50,000/-	At the time of recording statement in the first motion petition under Section 13B(1) of Hindu Marriage Act.
2.	Rs.1,50,000/-	At the time of recording statement in the second motion petition under Section 13B(2) of Hindu Marriage Act.
3.	Rs.1,00,000/-	At the time of the quashing of the FIR before the Hon'ble High - Court against the persons named in FIR (as stated



		hereinabove)
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viii. It is also agreed between the parties that the custody of the minor male children namely Shourya Saxena & Kavyansh Saxena shall remain with the husband and the wife shall have the visitation rights to meet her children once in a month i.e. on every second Saturday evening at 08:30 PM to next day at 08:00 PM. The wife shall visit the house of the husband and bring the children and return back on the next day as said above. It is further agreed between the parties that in case, there is any exam of the children or any health issue on the day as mentioned above then the visitation rights shall be exercised in the next week in the same manner. It is also agreed between the parties that the husband shall be the guardian of the children for all intent and purposes.

ix. It has been further agreed between the parties that the minor child would be free to have recourse to the provisions of law for seeking appropriate relief from the Court in relation to the aspect of maintenance, education and up-bringing etc in terms of the pronouncement of judgment of the Hon'ble High Court in the case titled "Rakesh Jain & Ors. v Sarita Gupta (Crl.Misc No.2935/2019). The wife undertakes that she will not initiate any kind of litigation on behalf of the minor against the husband.

x. It is further agreed between the parties that on completion of terms agreed above, they shall not be left with any claims towards each other and shall not litigate in future against each other qua this marriage.

xi. It is further agreed between the parties that the claims have been settled in totality for quashing of entire FIR and proceedings emanating therefrom qua all persons, namely, Sh. Arun Saxena (husband), Smt. Kamlesh Saxena (mother-in-law) & Sh. Pawan Saxena (brother-in-law) charge-sheeted and the FIR will be quashed against all of them upon payment by husband as stated in para (vi) hereinabove.



xii. It is further agreed that either of the parties to the settlement shall not claim any right whatsoever in the movable and immovable property of the opposite party.”

7. Respondent No. 2 states that she has already received the entire full and final settlement amount that is Rs. 4,00,000 /-.
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 vide Decree no. HMA 623/24 dated 27.04.2024, she has no objection if FIR No. 258/2019 dated 20.08.2019 registered under Section 498A/406/34 IPC at PS Mayur Vihar and all the other proceedings emanating therefrom.
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. 258/2019 dated 20.08.2019 registered under Section 498A/406/34 IPC at PS Mayur Vihar and all the other proceedings emanating therefrom are quashed. Both the parties, Respondent no. 2/ complainant/ mother and Petitioner no. 1/father, has signed a joint statement stating that this or any settlement shall not bind the legal rights, title, and interest of the children namely two male children were born, namely Shourya Saxena (on 29.10.2010) and Kavyansh Saxena (on 05.02.2013). The Children shall be at liberty to pursue their legal rights in accordance with law.

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

DINESH KUMAR SHARMA, J

SEPTEMBER 6, 2024

JN/NA..