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

+ **CRL.M.C. 7342/2024**

RAVI GULATI & ORS.

.....Petitioners

Through: Ms. Simranjeet Kaur, Adv.
(D/13316/22) along with Petitioners-
in-person

versus

STATE OF NCT OF DELHI AND ANR.

.....Respondents

Through: Mr. Shoaib Haider, APP for the State
SI Jitendra, PS Greater Kailash-1
Ms. Shobha Gupta, Ms. Akshita
Mishra, Ms. Simranjeet Kaur and
Ms. Manasavi Negi, Advs.
(D/2779/2013) for R-2 with
Respondent No.2 in person

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **17.09.2024**

CRL.M.A. 28004/2024 (Exemption)

Allowed, subject to all just exceptions.

CRL.M.C. 7342/2024

1. The Petitioners have approached this Court for quashing FIR No.278/2021 dated 07.10.2021 registered at Police Station Greater Kailash for offences under Section 498A, 406 & 34 IPC on the ground that the parties have amicably settled their disputes. The present proceedings arise out of the matrimonial disputes between the parties.

2. The principal ground on which the present petition has been filed is



that the parties have amicably resolved their disputes by a Memorandum of Understanding/Settlement Agreement dated 25.06.2024. The said Memorandum of Understanding/Settlement Agreement reads as under:-

“MEMORANDUM OF UNDERSTANDING / SETTLEMENT AGREEMENT”

This Memorandum of Understanding is made and executed at New Delhi on this 25th day of JUNE 2024:

AMONG

Sh. Jitender Bhushan Gulati S/o Late Shri Dina Nath Gulati, R/o E-343D, Second Floor, Greater Kailash - I, New Delhi - 110048 (hereinafter referred to as the FIRST PARTY, which expression shall, unless repugnant to the context and meaning hereof, include its successors, heirs, executors, administrators, legal representatives and permitted assigns etc.) of the FIRST PARTY

AND

Mrs. Neelima Gulati W/o Sh. Ravi Gulati, R/o E-343D, Second Floor, Greater Kailash-I, New Delhi-110048, (hereinafter referred to as SECOND PARTY which expression shall, unless repugnant to the context and meaning hereof include its successors, heirs, executors, administrators, legal representatives and permitted assigns etc.) of the SECOND PARTY

AND

Ms. Sashya Gulati. D/o Sh. Ravi Gulati and Snit. Neelima Gulati, R/o E-343D, Second Floor, Greater Kailash-I, New Delhi-110048, currently residing at 4K SPADINA AVE., TORONTO, Canada (hereinafter referred to as the THIRD PARTY which expression



shall, unless repugnant to the context and meaning hereof include its successors, heirs, executors) administrators, legal representatives and permitted assigns etc.) of the THIRD PARTY. The present MOD shall be signed by the second party on behalf of the third party.

AND

Ms. Tvisha Gulati D/o Sh. Ravi Gulaii and Neelima Gulati, R/o E-343D, Second Floor, Greater Kailash-I, New Delhi-110048, (hereinafter referred to as the FOURTH PARTY which expression shall, unless repugnant to the context and meaning hereof include its successors, heirs, executors, administrators, legal representatives and permitted assigns etc.) of the FOURTH PARTY.

AND

Mr. Ravi Gulati S/o Sh. Jitender Bhushan Gulati, R/o E-343D, Second Floor, Greater Kailash-I, New Delhi-110048 (hereinafter referred to as the FIFTH PARTY, which expression shall, unless repugnant to the context and meaning hereof, include its successors, heirs, executors, administrators, legal representatives and permitted assigns etc.) of the FIFTH PARTY.

AND

Mrs. Sangeeta Aggarwal w/o Shri. Mukesh Aggarwal, R/o B-2/23, Third Floor Madam Sara Mathew Lane Near St. Mary School, Safdarjung Enclave, S.O South West De1hi-l10029, (hereinafter referred to as the SIXTH PARTY, which expression shall, unless repugnant to the context and meaning hereof; include its successors, heirs, executors, administrators, legal representatives and permitted assigns etc.) of the



SIXTH PARTY.

The parties hereinabove are individually referred to as the "Party" and jointly as the "Parties".

WHEREAS:-

The marriage between the Second Party and Fifth Party was solemnized on 26.10.1993 in Varanasi, as per Hindu Rites and Ceremonies. Out of the said wedlock, two daughters, namely Ms Sashya Gulati, i.e., the Third Party, and Ms Tvisha Gulati, i.e., the Fourth Party, were born. Both the children have attained the age of majority.

Due to irreconcilable and incongruous differences, the Second Party and the Fifth Party decided to separate in 2018. Now, they have decided to part ways and get a divorce by mutual consent.

All the parties (First Party till Fifth Party) have some disputes and differences amongst each other, due to which several legal proceedings have been filed by and are pending between the Parties, which are as follows:-

- a. Complaint case being Ct. Cases/1775/2022, titled “**Neelima Gulati Vs. Ravi Gulati & Ors.**” Pending before the Hon’ble Court of Ms. Nidhi Singh, Ld. M.M. (Mahila Court), South East District, Saket Courts, Delhi under Section 12 of the Protection of Women from Domestic Violence Act is fixed for 10.09.2024.*
- b. FIR No.278/2021, dated 07.10.2021, registered at P.S. Greater Kailash under Sections 498A/406/34 IPC filed by the Second Party against the First Party) Fifth Party, Ms Bina Gulati (wife of First Party). Ms Ritu Batra (daughter of First Party) and Ms Anubha Kapoor (daughter of First Party). The*



charge sheet in the said FIR has yet to be filed.

- c. Civil Suit for Permanent Injunction filed by the Second Party being CS SCJ 11175/2023 titled "'Neelima Gulatt Vs. Ravi Gulati & Ors", pending before Hon'ble Court of Sh. Ulness Kumar Ld. CJ-01, South. East District, Saket Courts, Delhi, the same is fixed for 01.07.2024.*
- d. Civil Suit being CS(OS) No. 81/2024, titled "Tvisha Gulati Vs. Sh. Jitender Gulati & Ors." filed by the Fourth Party in the Hon'ble High Court of Delhi and the same is fixed for 15.07.2024.*
- e. That a joint locker is there in the name of the second and Fifth party in the Indian Overseas Bank, Branch Greater Kailash part -2. The key of the locker is in the possession of the second party and a joint account in Punjab National Bank, Branch Kailash Colony. After signing the MOU, both the parties will visit the bank and surrender the locker and close the joint account.*
- f. That the fifth party is in possession of the bond/documents of LIC policy no(s) 121893667, 280923750, 20797183, 19866845, 333882879, 334653086, 333961743 and 245798314, he will hand over them to the second party en the signing of the MoU.*

Due to the intervention of elders and the assistance of respective counsels, (First Party to Fifth Party) an understanding/ settlement was arrived at between the Parties to the present settlement agreement, which is being reduced in writing so that a permanent record of the same be maintained, to avoid any further difference or ambiguity in the future, and to put a quietus to present and any future disputes and differences between the Parties.



**NOW THIS DEED WITNESSETH AND IT IS
HEREBY AGREED AS FOLLOWS:**

1. The First Party has agreed to sell, and the Sixth Party has agreed to purchase the Entire Second Floor, One Servant Room with common toilet on the Top Terrance, Portion of Terrace above Second Floor (or Front Side), having an area measuring (17.4x 10.10) open terrace as per our previous MOU between Mr. Davinder Singh and Mr. Jitender Bhushan Gulati on 28th February, 2013, along with proportionate undivided, indivisible and impartible ownership rights in the' plot of land measuring 208 Sq. Yds., bearing No. E-343D, situated at Greater Kailash Part-I, New Delhi-110048, (hereinafter referred to as "THE SAID FLOOR).
2. That from the sale consideration so received by the First Party, the First Party and the Fifth Party have. agreed to settle the alimony for the Second Party (the wife of the Fifth Party and daughter-in-law of the First Party).
3. That in case of non-execution of the present settlement agreement or default by parties, the amount so received from the Sixth Party shall be returned to the Sixth Party.
4. The Second Party and Fifth Party have amicably settled their disputes and have agreed to take divorce by mutual consent by filing a petition under Section 138 of the Hindu Marriage Act, subject to the terms and conditions agreed and stipulated hereinafter.
5. That all the parties (from First to Fifth Party) have agreed to settle all their pending disputes and the First Party has agreed to pay a total sum Rs.57,50,000/- (Rupees Fifty-Seven Lakhs Fifty Thousand Only) to the



Second, Third and Fourth Party on behalf of the fifth party as a full and final amount towards their maintenance (past, present and future), Istridhan, alimony of the Second Party, marriage, educational and any other expenses of the Third and Fourth Party. The said amount shall be paid in the following manner:-

i. Rs. 25,00,000/- (Rupees twenty-five lac Only) shall be paid to the Second Party by the First Party by way of account transfer in her (Neelima Gulati's) account, i.e, Punjab National Bank, A/C0802100100007'726, Branch Kailash Colony, IFSC Code- PUB0080210,

(a) Rs.5,00,000/ (Rupees five lac only) in the account of - SASHYA GULATI, A./c- 00921530004042, Branch - Greater Kailash-L, IFSC Code- HDFC0000092, And

(b) Rs.5,00,000/ (Rupees five lac only) in the account of TVISHA OULATI, A/c- 50100302914694, IFSC; HDFC0000092 on the day when the Second Party and Fourth Party (Third party already out of the country) will vacate the house bearing no.E-343D, Second Floor, Greater kailash-I, New Delhi-110048, and hand over the vacant, physical and peaceful possession of the portion in their possession to the First Party and the Sixth Party.

6. (i) Rs.2,50,000.00 (Rupees two Lakh Fifty Thousand Only) shall be paid by the First Party to the Fourt Party by way of bank transfer (as per the bank details mentioned in Punjab National Bank, A/C 0802100100007726, Branch Kailash Colony, IFSC Code- PUB0080210, above) at the time of withdrawal of Civil Suit being CS(OS) No. 81/2024, titled "Tvisha Gulati Vs. Sh. Jitender Gulati & Ors." and Rs.2,50,000.00 (Rupees Two lakh Fifty Thousand



Only) to the second party by way of bank transfer (as per bank details mentioned in 5 i above) at the time of withdrawal of civil suit CS SCJ /1175/2023 titled "Neelima Gulati Vs. Ravi Gutati & Ors. for Permanent Injunction. Rs. 2,50,000/- shall be paid in the account of no. 50200026936472, HDFC Bank, South Ex-Part I, IFSC:- HDFCOOOI092, to the advocate Shobha Gupta, for rendering her legal services to file and contesting the cases mentioned above. The Second Party gives consent to the buyer i.e, the Sixth Party to remit the respective amount of Rs.2,50,000/- (Rupees two lac fifty thousand only) directly to the Bank account of Advocate Shobha Gupta Ale No. 50200026936472, IFSC CODE: HDFC0001092~ Branch: South Ex Part-I. The said payment(s) shall be transferred directly from the buyer's {Sixth Party's} account to the counsel Shobha Gupta.

ii. Rs. 2,50,000/- (Rupees Two Lakhs fifty thousand Only) shall be paid by the First Party to the Second Party by way of bank transfer (as per the bank details mentioned in 5 (i) above) upon recording of the Joint Statement of Second Party and Fifth Party at the time of hearing of the First Motion Petition under Section 13-B (1) of the HMA, before the concerned Ld. Principal Judge, Family Courts. Rs. 2,50,000/- shall be paid in the account of no. 50200026936472, HDFC Bank, South Ex-Part II, IFSC:- HDFC0001092, to the advocate Shobha Gupta, for rendering her legal services in the above mentioned matter. The Second Party gives consent to the buyer i.e. the. Sixth Party to remit the respective amount of Rs.2,50,000/-(Rupees two lac fifty thousand only) directly to the Bank account of Advocate Shobha Gupta, mentioned herein above.

iii. It is agreed between the Parties that the Fifth Party shall file the First Motion Petition for Divorce by



Mutual Consent within 10 days of signing of the present Settlement Agreement. The Counsel for the Fifth Party shall file both the Divorce Petitions and the quashing petition before the Hon'ble High Court of Delhi, and the Second party will cooperate with and support the First party and the Fifth Party in the said Petitions.

iv. Rs. 2,50,000/- (Rupees Two Lakhs fifty thousand Only) shall be paid by the First Party to the Second Party by way of bank transfer (as per the bank details mentioned in 5(i) above) upon the recording of joint statement of the Second party and Fifth Party at the time of hearing of the Second Motion Petition for divorce by mutual consent under Section 13-B(2) of the HMA, before the concerned Ld. Principal Judge, Family Courts. That the Second Motion Petition for Divorce u/s 13-B(2) of the HMA shall be filed within 10 days after expiry of stipulated period of 6 months after First Motion Petition for Divorce Vis 13(B)(1) of HMA is allowed by the concerned Court or if the period of 6 months is waived, whichever is earlier, and both the Parties shall cooperate with each other in recording their statements in Second Motion Petition for Divorce U/s 13-B(2) of the HMA. Rs. 2,50,000/- shall be paid in the account of no. 50200026936472, HDFC Bank, South Ex-Part II, IFSC:-HDFC0001092, to the advocate Shobha Gupta, for rendering her legal services to file and contesting the cases mentioned above. The Second Party gives consent to the buyer i.e. the Sixth Party to remit ,the respective amount of Rs.2,50,000/- (Rupees two lac fifty thousand only) directly to the Bank account of Advocate Shobha Gupta, mentioned herein above.

v, That the Second Party agrees and undertakes that she 'shall cooperate with the First Party and Fifth



Party for the quashing of FIR No. 278/2021 in which she is the complainant, for which she undertakes to give her consent out of her own free will by way of an Affidavit to that effect and she further undertakes that she will appear before the Hon'ble High Court of Delhi on each and every date and give her consent out of her own free will for Quashing of the said FIR before the Hon'ble High Court of Delhi as and when the Quashing Petition is filed by the Fifth Party and is listed.

vi. That the First party shall pay Rs.2,50,000.00. (Rupees Two Lac Fifty Thousand only) to the Second Party by way of bank transfer (as per the bank details mentioned in 5 (i) above], at the time of quashing of the F.I.R.

vii. That the First party shall pay Rs 2,50,000.00 to the Second Party by way of bank transfer (as per the bank details mentioned in. 5 (i) above) at the time of withdrawal of complaint case CT/Cases/1775/2022 titled "Neelima. Gulati Vs.Ra.vi Gulati & Ors.

viii. That the payment shall be released subject to furnishing the order sheets of the respective cases from the Hon'ble Courts about withdrawing of the respective cases.

7. It is agreed between the parties that after receiving the amount as agreed hereinabove, the Second, Third and Fourth Party shall not make any claims in future against the First Party or Fifth Party on any ground with respect to this matter, including but not limited to Alimony, Stridhan, Maintenance, Wedding of the Children, Education Expenses of the Children or for any other personal need or requirement. The Second Party is in possession of all her jewelry articles therefore neither the Second Party nor any of her



parents/relatives/legal heirs/authorized representatives shall claim any further Amount, Article, Clothes, Jewellery, Maintenance, Alimony etc. from the First Party or Fifth Party or any of their parents / relatives I/legal heirs /authorized representatives etc. in any manner, whatsoever.

8. It is agreed between the Parties (First party till Fifth party) that after the settlement under this agreement the First Party or Fifth Party and/or their family members, shall not make any claims in present and / or future against the Second, Third and Fourth Parties on any ground, concerning this matter, including but not limited to Maintenance or for any other personal need or requirement.

9. The Third Party and Fourth Party, i.e. the daughters of the Second Party and the Fifth Party have attained the age of majority. They are capable 'of understanding the stipulations in the present Settlement Agreement. The Fourth Party stays with the Second Party, i.e., the mother. The Third Party is currently residing in Canada and undertakes to send a Power of Attorney to sign and act on her behalf in New Delhi for the execution of the present Settlement Agreement.

10. The Third Party and Fourth Party agree and undertake that on payment of the agreed amount in terms of the present Settlement Agreement, they shall not pursue or make any claim(s) against the First Party, Fifth Party and/or their family members, nor shall they claim any right in the rental owned properties, by the First Party or Fifth Party (jointly or otherwise) on any grounds, whatsoever.

11. The First Party or Fifth Party agree and undertake that on payment of the agreed amount in terms of the



present Settlement Agreement, they shall not nor their family members, pursue or make any claim(s) against the Second, Third Party and Fourth Party and/or their family members" nor shall they claim any right in the properties rental/owned by the Second Third Party and Fourth Party (jointly or otherwise) on any grounds whatsoever.

12. It is further understood between the parties that a Firm, namely, M/s Grace Cargo & Movers, a Sole Proprietorship Firm, is in the name of Second Party. The GST, Income Tax Returns of the said Proprietorship Firm has not been filed till date. The Second Party shall get the GST No. of the said Firm surrendered and shall also get the operational band account of the said Firm closed; the said procedure shall commence upon signing of the present MOU dated 26/06/2024. The Fifth Party undertakes to help and aid the Second Party in the said process of Surrender/Closure. The Second Party undertakes to cooperate and provide the OTP / Signatures / any other documentary or other assistance, be it physical appearance before any authority, to the Fifth Party, if required. The Fifth Party indemnifies the Second Party against all the future liabilities of the said Proprietorship Firm after it has been duly surrendered.

13. A flat bearing No.B-10-108, AVL 36, Gurgaon, Manesar Urban Complex, Gurgaon, Haryana, is owned by the Third Party, in the name of Ms Sashv~a Gulati. While the Fifth Party was a Guarantor and Co-borrower before the concerned Bank when procuring a loan for the said Property by the Third Party. It is understood and agreed that the Third Party shall ease Fifth Party from the abovementioned, as a Guarantor. For this purpose, the Third and the Fifth Party will commence and complete the requisite documentation;



immediately upon signing the present Settlement Agreement. It is further agreed that upon signing the present Settlement Agreement, the above-mentioned condition shall be duly fulfilled; the Fifth Party shall be at liberty to inform the concerned Bank regarding the present Agreement and the consequent release of the Fifth Party as a Guarantor and as a Co-borrower of the said Loan.

14. It is agreed between the Parties that after the afore-mentioned Banking documentations are complete, the Fifth Party and/ or his family members will have no right over the flat bearing no. AVL36 Gurgaon at Sector 36A, Gurgaon Manesar Urban Complex, Gurgaon, Haryana, The said flat is solely owned by the Third Party.

15. It is agreed between the Parties that on grant of divorce by mutual consent, the Parties are ending all their disputes. In future, the Second Party and Fifth Party shall not me any easels), civil or criminal, against the family members of the Fifth Party and the Second Party, Third party and Fourth party or against each other, with regards to this matter. Any other complaint(s) or case(s) pending in any Court or Tribunal or other Authority between the First Party and the Second Party or their respective family members, which may or may not be in the knowledge of either party shall be deemed null and void and withdrawn.

16. That it is further agreed between the Parties that on grant of the decree of divorce, both the parties i.e. The Second Party and Fifth Party shall have no claims against each other of any nature whatsoever. Both parties shall be free to live their life independently without any interference from each other. They shall



not claim any right to any movable or immovable property of each other or their respective family members. Both the Parties shall also not claim any case/litigation expenses against each other in future.

17. That it is further agreed between the Parties that, in case the Second Party, Third Party, and Fourth Party at any point in future, refuses to abide by the terms of the present Settlement Agreement or refuses to sign or withdraw her consent at any point in time then the Second Party shall be liable to return the amount with interest to the First Party, that she has received from the First Party till that point of time. Further, in case the First Party or the Fifth Party refuse to abide by the terms and. their obligations of the present Settlement Agreement or refuse to sign or withdraw their respective consent at any point in future, the First and the Fifth Party will pay a sum of Rs.15,00,000/- (Rupees Fifteen Lakhs only) plus interest, to the Second Party, Third Party and Fourth Party .

18. That the Second Party ensures that Original Physical Copy of the Third Party's POA and NOC will be provided to the First Party and Fifth Party within 15 days from the date of execution of MOU that is 25/06/2024.

19. That it has been agreed between the Parties herein that the Parties shall act upon the terms and conditions of the present Settlement Agreement immediately upon its execution.

20. That the Parties hereto have entered and executed the present Settlement Agreement without any force, fraud, undue influence or coercion and the Parties have voluntarily, of their own free will and accord, consented to enter and execute the present Settlement Agreement in presence of their respective Counsels.



The present Settlement Agreement and its covenants have been explained in vernacular to all their Parties and they acknowledge that they have fully understood the same and accept it to be true and correct as per their intent and desire.

2l. That it is further agreed between the Parties that if and Party fails to come forward to comply with the terms and conditions of this Settlement Agreement, then in that case, the party who is at fault shall be liable for Contempt of Court.”

3. The Petitioners and Respondent No.2/Complainant are present in Court today. 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 out of her own free will, without pressure, coercion or undue influence.

4. Considering the fact that the disputes are purely private in nature and the parties have amicably settled their disputes, the present case is squarely covered under the law laid down by the Supreme Court in Gian Singh v. State of Punjab, (2012) 10 SCC 303.

5. In view of the settlement arrived at between the parties, this Court is of the opinion that no useful purpose will be served in continuing with the present proceedings. Resultantly, FIR No.278/2021 dated 07.10.2021 registered at Police Station Greater Kailash for offences under Section 498A, 406 & 34 IPC and the proceedings emanating therefrom are hereby quashed. The parties shall remain bound by the terms of the settlement and the undertaking given to the Court. It is made clear that violation of the terms of settlement would amount to wilful disobedience of



the orders of this Court.

6. The petition stands disposed of with the above observations along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

SEPTEMBER 17, 2024

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