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

+ **W.P.(CRL) 2890/2024**

SANAT KUMAR BAGORIA & ORS.

.....Petitioners

Through: Mr. Sunil Kumar, Adv. with
petitioners.

versus

STATE NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Satish Kumar, APP for the State
PSI Anjali with ASI Mithlesh, PS
Jafrabad
Mr. Sanjeev Kedwal, Adv. for R-2
with R-2 in person

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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18.09.2024

CRL.M.A. 28224/2024 (exemption)

Exemption is allowed subject to all just exceptions.

W.P.(CRL) 2890/2024

13.The Present petition has been filed under section 482 Cr.P.C for quashing of FIR No. 0308/2023 registered under Section 498A/406/506/34 IPC and section 4 of DP Act at PS Jafrabad and all the other proceedings emanating therefrom.

14.Learned Counsel for the petitioner submits that Respondent



no.2/complainant married petitioner no.1 on 12.12.2020 in accordance with the Hindu Rites and Ceremonies and a female child namely Baby Shree @Tanya was born out of the said wedlock on 08.10.2021. However, on account of temperamental differences and mental incompatibility, the parties started living separately since 09.06.2022 and instituted multiple litigations against each other and their respective families including the present FIR.

15.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 03.11.2023 arrived at Delhi Mediation Centre, Karkardooma Courts, Delhi.

16.Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 16.04.2024 as per Hindu rites and ceremonies.

17.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. 0308/2023 registered under Section 498A/406/506/34 IPC and section 4 of DP act at PS Jafrabad and all the other proceedings emanating therefrom.

18.I have gone through the settlement deed dated 03.11.2023 which has been placed on record. The settlement agreement provides for the following terms and conditions:



9. Terms & Schedule of Settlement.

After explaining the process of mediation, the parties have arrived at an amicable settlement on the terms and conditions as under:-

- 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 13 B of Hindu Marriage Act, 1955.
- ii. It is agreed between husband and wife that they shall file the first motion petition under section 13 B (1) of Hindu Marriage Act of dissolution of marriage by way of mutual consent on or before 04.12.2023.
- iii. It is further agreed between the husband and wife that second motion petition under section 13 B (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 13 B (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 months, if they so desire.
- iv. It is further agreed between the parties that the husband shall pay an amount of Rs. 8,50,000/- (Rs. Eight Lacks Fifth Thousand 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.
- v. It is agreed between the parties that the persons namely Sh. Sanat Kumar Bagoria (husband), Smt. Raj Kumari (mother in law), Sh. Ankur Bagoria (brother in law) and Smt. Payal Gupta (sister in law) shall file quashing petition under section 482 Cr.P.C. before the Hon'ble High Court within 30 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.
- vi. It is agreed between the parties that the husband shall pay the above-said settled amount to the wife by way demand drafts as per the following schedule;-



S. No.	Amount	Date
1.	Rs. 1,50,000/- in the shape of FDR in the name of minor child.	At the time of recording statement in the first motion petition under section 13B (1) of Hindu marriage Act.
2.	Rs. 1,00,000/- by way of DD.	At the time of withdrawal of DV Act Complaint no. 1082/22 under section 125 Cr.P.C. to be withdrawn on 09.11.2023
3.	Rs. 1,00,000/-by way of DD	At the time of withdrawal of the instant maintenance petition, to be withdrawn on 21.12.2023
4.	Rs. 1,50,000/- by way of DD	At the time of recording statement in the second motion petition under section 13 B (2) of the Hindu marriage Act.
5	Rs. 3,50,000/-by way of Dd	At the time of the quashing of the FIR before the Hon'ble High Court against the

- vii. It is agreed between the parties that the said FDR of Rs. 1,50,000/-in the name of baby Tanya shall be under the guardianship of the mother/the wife for the time till baby Tanya attains the age of majority and the interest accrued thereupon shall be utilized by the mother/ the wife for the welfare of baby Tanya.
- viii. It is also agreed between the parties that the custody of the minor female child namely Shree @ Tanya shall remain with the wife and the wife shall be the guardian of the child for all intent and purposes.
- ix. It is agreed between the parties that the father/the husband shall have the visitation rights to meet the child once in a every two months at any public place which shall be mutually decided. The father/the husband shll have the visitation right after disposal of second motion petition.
- x. It is agreed between the parties that the convenience of minor child shall be kept in mind while visitation.
- xi. It has been further agreed between the parties that the minor child would be free to have recourse to the proviions 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 cases titled “ Rakesh Jan & Ors. v Sarita Gupat (CrI Misc No. 2935/2019). The wife undertakes that she will not



initiate any kind of litigation on behalf of minor against the husband.

- xii. 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.
- xiii. 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. Sanat Kumar Bagoria (husband) deceased father in law Sh. Rajkumar Bagoria, respondent /mother in law Smt Raj Kumari, respondent /brother in law Sh. Ankur Bagoria, respondent /sister in law Smt. Kalpana Bagoria arrested, not arrested, charge sheeted , not charge sheeted and the wife shall co-operate in quashing of FIR against all the aforesaid persons upon payment by husband as agreed herein above.
- xiv. It is further agreed that either of the parties to the settlement shall not claim any right whatsoever in the moveable and immoveable property of the opposite party.

10. Follow up Documents.

	Prepared by whom	Time framework	Place of signature by parties.	Who will bear the cost.
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Preparation of Petition u/s 13B(1) of the HMA	Husband	On or before 04.12.2023	KKD Court Complex	Husband
Preparation of petition u/s 13 B (2) of the HMA	Husband	As per law.	KKD Complex.	Husband.
Petition for quashing of FIR	Husband	Within 30 days of grant of second motion petition	KKD complex.	Husband.

11. Withdrawal

It is agreed between the parties that wife shall withdraw her present petition under section 125 Cr.P.C. and complaint under section 12 of DV Act. In the manner agreed herein above in the para no. 9 (vi)

Further, it is submitted and agreed upon between the parties that they shall seek appropriate relief by way of quashing petition under section 482 Cr.P.C. within 30 days of the dissolution of marriage.

12. Breach :



It is agreed between the parties that in case of breach of the above terms on the part of husband, the wife shall be entitled to forfeit the amount so received. Likewise, in case of breach of the above terms on the part of wife, the amount so received by her shall not be adjustable to any kind of arrears/ maintenance, but the husband shall be entitled to recover 09% interest per annum of the amount so paid by him to the wife alongwith the amount so paid. The party breaching the terms shall be liable for contempt proceedings and the party aggrieved shall be entitled for status quo-ante in every possible way.

13. Free consent of parties ;

The parties, unequivocally declare that they have executed this agreement voluntarily, after fully understanding and appreciating the contents, scope and effect thereof, as well as the consequences of the breach thereof along with the legal position explained hereinabove. They further declare that they are signing this agreement voluntarily after examining all probabilities and implications thereof and without any kind of force, pressure, undue influence, misrepresentation, or mistake (both of law and fact) in any form , whatsoever, from any quarter. They undertake that they shall abide by and be bound by the agreed terms/stipulations of this settlement agreement.

14. Signing of Agreement :

This settlement agreement is also being signed on behalf of Smt. Raj Kumar (respondent/mother in law) & Smt. Kalpana Bagoriaia. Husband namely, Sh. Sant Kumar Bagoria states that he has authority to sign the present agreement on behalf of his mother Smt. Raj Kumar and Sh. Ankur Bagoria states that he has authority to sign the present agreement on behalf of his wife S.t. Kalpana Bagoria. They further undertake that both the said respondents shall appear before Referral Court for confirmation of present settlement or they fill file authority letters before Referral Court in this regard.

19. The total settlement amount in terms of settlement deed dated 03.11.2023 is Rs. 8,50,000/-. Today, as per settlement, demand draft bearing DD No, 217691 dated 12.07.2024 drawn on Punjab National Bank for the sum of Rs.3,50,000/- in the name of Shivani Nirwan is handed over to the respondent No.2 in the Court. Respondent No. 2 states that she has received the entire settlement amount.



20. 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.
21. 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 16.04.2024, she has no objection if FIR No. 0308/2023 registered under Section 498A/406/506/34 IPC at PS Jafrabad and all the other proceedings emanating therefrom are quashed.
22. 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.

23. In view of the above, FIR No. 0308/2023 registered under Section 498A/406/506/34 IPC and section 4 of DP Act at PS Jafrabad and all the other proceedings emanating therefrom are quashed. However, this settlement or any settlement shall not bind the legal rights, title, and interest of the child namely born on 08.10.2021, in any manner. Child namely Baby Shree @Tanya shall be at liberty to pursue their legal rights in accordance with law.

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

DINESH KUMAR SHARMA, J

SEPTEMBER 18, 2024

Pallavi/NA