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

+ **CRL.M.C. 7942/2024, CRL.M.A. 30308/2024**

SAWANT SHARMA & ORS.

.....Petitioners

Through: Mr. Jatin Rana, Adv. with petitioners

versus

STATE GOVT. OF NCT OF DELHI AND ANR.Respondents

Through: Ms. Kiran Bairwa, APP for the state
with SI Roshan Lal, PS Sunlight
Colony, ASI Rakesh Singh, PS
Kalandi Kunj
Mr. Siddharth Chaturvedi, Mr.
Akshay Arora, Adv. for R-2 with R-
2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

08.10.2024

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CRL.M.A. 30307/2024 (exemption)

Exemption is allowed subject to all just exceptions.

CRL.M.C. 7942/2024

1. The Present petition has been filed under section 482 Cr.P.C for quashing of FIR No. 24/2018 registered under Section 498A/406/34 IPC at PS Sunlight Colony and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 09.11.2011 in accordance with the Hindu Rites and Ceremonies and one male child namely Himank Vashisht was born out on 16.11.2011 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.

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 vide Memorandum of Understanding/settlement dated 29.08.2023.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved vide decree of divorce dated 05.03.2024 in HMA No. 39/2024.
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. 24/2018 registered under Section 498A/406/34 IPC at PS Sunlight Colony and all the other proceedings emanating therefrom.
6. I have gone through the Memorandum of Understanding/settlement dated 29.08.2023, which has been placed on record. The settlement agreement provides for the following terms and conditions:

1. The parties have agreed to dissolve the marriage of the First Party and Second Party no.1 by mutual consent in accordance with law provided U/s 13B (1) & (2) of Hindu Marriage Act, 1956 from the jurisdiction of Saket District Court, New Delhi.

2. It is agreed between the parties that second party will give Rs. 31,00,000/- (Thirty one Lakh Rupees Only) out of which Rs. 23,00,000/- (Twenty Three lakh Rupees Only) by way of Cash, D.D. or via Online Transfer and for the rest of



the amount i.e. 8,00,000/- (Eight Lakh Rupees) by transferring the Two plots bearing no. 82 & 83 measuring 50 Sq. Yards in project "Urban Residency" Located at Yamuna Expressway, Greater Noida, Gautam Budh Nagar, U.P in the name of the First Party or any of her agent, successor, attorney holder by the second party as a full and final settlement amount to first party for her past, present and future maintenance as well as present and future educational, medical & misc. expenses of minor son namely Himank Vashisht.

3. It is further stated that out of the above mentioned settled amount, the second party had already given a sum of Rs. 8,00,000/- (Eight Lakh Rupees Only) to the First Party by in cash before the court of Ms. Sanghmitra Ld. M.M(Mahila Court), South-East, Saket Court, New Delhi at the time of satisfaction of previous execution petitions No's. EX CRL/1/2022, EX CRL/2/2022, EX CRL/296/2022 & EX CRL/240/2018 filed by the First party against the second party no.1.

4. It is also agreed between the parties that the second party will give a sum of Rs.7,00,000/- (Seven Lakh Rupees Only) to the First Party through RTGS in the account bearing no. 202910100089031 IFSC UBIN0820296 of Union Bank of India branch at Khanpur, New Delhi at the time of signing of the present MOU/Settlement. It is also agreed that for remaining payments of 6,00,000/- rupees to be paid at the time of recording of statements of first motion and second motion respectively.

5. It is also agreed between the parties that the second party no.1 will give a sum of Rs.3,00,000/- (Three Lakh Rupees Only) to the First Party by Cash/DD/RTGS at the time of recording of statement of First Motion Petition U/s 13B (1) of H.M.A before the Family Court, Saket Court, New Delhi.

6. It is also further agreed between the parties that the second party no.1 will give a sum of Rs.3,00,000/- (Three



Lakh Rupees Only) to the First Party by Cash/DD/RTGS at the time of recording of statement of Second Motion Petition U/s 13B (2) of H.M.A before the Family Court, Saket Court, New Delhi.

7. It is also agreed between the parties that the second party will shall transfer the title of the plots and shall provide No objection affidavit and all the relevant documents for the registry of the Two plots bearing no. 82 & 83 measuring 50 Sq. Yards each in project "Urban Residency" Located at Yamuna Expressway, Greater Noida, Gautam Budh Nagar, U.P will be transferred in the name of the First Party or any of her agent, successor, attorney holder after granting the Decree of Divorce by the Family Court, Saket Court, New Delhi. It is also submitted that the registry charges both the plots had to borne by the First party.

8. It is also agreed between the parties that the First party will withdraw all her cases filed against the second party after granting the Decree of Divorce by the Family Court, Saket Court, New Delhi and before filling of quashing petition before the Hon'ble high court.

9. It is also agreed between the parties that the second party shall pay 2,00,000/- (Two lakh rupees) at the time of recording of statements before the Hon'ble High Court for quashing of F.I.R No. 24/2018 registered U/s 498A/406/34 IPC and at P.S- Sunlight Colony and all the proceeding arising out of Cr. Case No. 384/2023 pending before the court of Ms. Sanghmitra Ld. M.M(Mahila Court), South-East, Saket Court, New Delhi after the registration of both the abovementioned plots in the name of the First Party or any of her agent, successor, attorney holder. It is also agreed between the parties that the First Party will provide No-Objection Affidavit to the Second Party as well as further undertake to remain present at the time of hearing of the quashing petition before the Hon'ble High Court of Delhi.



10. It is also agreed between the parties that the first motion petition shall be filed on or before 3rd September, 2023 before the competent court of law. It is further decided between the parties that both the parties shall bear the litigation cost i.e. lawyer fees, filing expenses etc. of their part of both the petition of the mutual divorce proceedings and Quashing of FIR mutually.

11. It is pertinent to mention here that if second party no. 1 defaults on to making payments after signing of the MOU, first party shall have right to recover the balance amount of the settlement from second party no. 2 & 3 and they take full responsibility of the same.

2. It is agreed between the parties that the first party will have the complete care and custody of minor son namely Himank Vashisht. It is further agreed between the parties that the second party will have the visitation rights of minor son Himank Vashisht only as per the convenience of both the parties.

13. That it is agreed between the parties in case First Party backs out from the present settlement/ MOU at any stage till the realization of all the terms of the present settlement, the second party shall be at the liberty to recover the amount. It is also agreed between the parties that if second party backs out from the present settlement, the first party shall be at the liberty to forfeit the amount received by her from the second party and contempt of court proceedings shall be initiated against the second party.

14. It is also agreed between the parties that if any of the parties fail to comply with any of the above said terms and conditions of the settlement then the other party shall have full right to revive or file fresh case against the other party as well as to take all appropriate remedies available to them as per law upon the cost of the opposite party.

15. It is further agreed between the parties that they shall remain bound with aforesaid terms and condition as



mentioned in the settlement.

16. That all the disputes relating to this marriage either civil or criminal are settled and neither the parties shall make any claim anything against each other in future and parties undertake not to file any case/ complaint against each other and any time of future in all court of law/police station etc.

17. That it is agreed between both the parties that neither of the parties shall misquote/misrepresent/misuse any personal information or material pertaining to each other in future in any form whatsoever.

18. The parties shall ensure and extend full mutual co-operation and assistance to ensure the effective implementation of the present Memorandum.

19. That it is further agreed between the parties that they would comply with the terms and conditions of this present settlement in the words and spirit of the document.

20. It is also agreed between the parties that after granting the decree of mutual divorce none of the party will interfere in the personal space/peace of the other party.

21. The terms and conditions mentioned in the settlement have been understood in vernacular. The above said settlement is arrived at between the parties out of their own free will, consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (both law and fact) in any whatsoever and the parties agreed that the settlement agreement has correctly recorded the said agreed terms and conditions.

7. The total settlement amount in terms of settlement dated 29.08.2023 is Rs.31,00,000/-. 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 vide decree of divorce dated 05.03.2024 in HMA No. 39/2024, she has no objection if FIR No. 24/2018 registered under Section 498A/406/34 IPC at PS Sunlight Colony 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 No. 24/2018 registered under Section 498A/406/34 IPC at PS Sunlight Colony and all the other proceedings emanating therefrom are quashed. However, this settlement shall not bind the legal rights, title, and interest of the child namely master Himank Vashistht born on 16.11.2011, in any manner. Child namely Himank Vashistht born on 16.11.2011 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

OCTOBER 8, 2024

Pallavi/DG