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

+ CRL.M.C. 8529/2024

SH AKSHAY TYAGI & ORS.

.....Petitioners

Through: Mr.Binod Kumar Singh, Adv. with
petitioners in person.

versus

THE STATE GOVT. OF NCT OF DLEHI AND ANR.

.....Respondents

Through: Mr.Kiran Bairwa, APP for the State.
Mr.Pawan Kumar Sharma, adv. with
R-2 in person.
ASI Amit Kumar, PS M.S.Park

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

29.11.2024

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1. The present petition has been filed for quashing of FIR no.0111 dated 11.12.2012, registered under Section 406/498A/506/34 IPC at PS Mansarovar Park and all proceedings arising therefrom.
2. Learned Counsel for the petitioners submits that the marriage between the petitioner and respondent no.2 was solemnized on 07.12.2019 in accordance with the Hindu Rites and Ceremonies and no child was born out of the said wedlock. However, on account of temperamental differences and mental incompatibility, the parties started living separately since 01.09.2020 and instituted multiple litigations against each other, 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 dated 05.10.2024.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved as per Hindu rites and ceremonies on 28.11.2024. Learned counsel for the petitioner has shared the physical copy of decree of divorce.
5. Let the same be taken on record
6. 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.0111 dated 11.12.2012, registered under Section 406/498A/506/34 IPC at PS Mansarovar Park and all the other proceedings emanating therefrom.
7. I have gone through the Memorandum of understanding dated 05.10.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:
 - A. *That it has been settled between the parties that that they will mutually dissolve their marriage on the ground of mutual consent under Section 13 B of HMA.*
 - B. *That the parties have mutually settled the dispute for a total sum of Rs. 10,00,000/- (Rupees Ten Lakhs only) in lumpsum. It is agreed that the amount of Rs.5,00,000 (Rs. Five Lakhs only) paid earlier by the second party to the first party, during the first motion previously vide demand draft number 505114 dated 10.09.2021 issued by Bank of Baroda which has already been credited in the account of First Party. shall be adjusted towards the present settlement.*



The Balance of Rs. 5,00,000/- shall be paid to the First Party by the Second Party at the time of signing of second motion of the divorce petition.

It is further mutually agreed between the parties that the Vehicle Registration Number DL-10-CN-3955 KIA SELTOS, which is presently in the possession of First Party, shall be handed over to the second Party by the First Party as per the terms and condition of the present settlement along with both the originals Keys, RC and all other documents related to the vehicle. It is further agreed between the parties that the second party will give the cheque Demand Draft of Rs.20.00,000/- (Rupees Twenty lakhs only) in which Rs.5,00,000 in favour of (1) Vinay Kumar Tyagi S/o. Sh.

O.S. Tyagi, (2) Rs.5,00,000 in favour of Smt. Rajni Tyagi W/o. sh. Vinay Tyagi, and balance amount of Rs. 10,00,000/- Rupees ten lakh only) in favour of First party i.e. Ms. Shweta Tyagi D/o Sh. Vinay Tyagi.

Whereby it has been further agreed between the parties that Second Party will pay the above said balance amount of Rs.5,00,000 (Rupees Five Lakhs only) at the time of second motion of divorce to the first party as full and final settlement towards all her claims i.e.. maintenance (past. present and future), permanent alimony. That all the stridhan, Jewelry etc.is already in the possession of the first party and has already been settled.

C. That it has been mutually agreed between both the parties that Second party shall file the quashing petition before the Hon'ble High Court for quashing of the FIR No. 111/2023U/S 498A/406/506/34 IPC dated 10.02.2024 IPC. registered in the Police Station Mansarovar Park. Distt. Shahdara, Delhi against the second party and his other family members and the first party will co-operate and make the necessary statements before the Hon'ble Court for quashing of the above mentioned FIR immediately after the first motion and before the Second

Motion or in accordance with the order of the court or hearing of the concern Court.

D. That it has been settled between the parties that both the parties will file joint mutual divorce petition under section 13B of Hindu Marriage Act to dissolve their marriage by a decree of Divorce by mutual consent as early as possible preferably within a period of 10



days from the signing of the present MOU. The second motion petition u/s 13 B (2) of HMA along with an application for waving of statutory period of six months will be filed soon thereafter preferably within a period of 1 month(s) from the grant of first motion petition.

E. That both parties have agreed that they will cooperate with each other for filing the first motion petition u/s 13 B(1) HMA, second motion petition 13 B (2) HMA and quashing petition and will appear before the respective courts to make necessary statements.

F. That both the parties have agreed that after receiving the full and final settlement amount, grant of divorce and quashing of the case. either party will not interfere in the personal and professional life of each other and they will also not file any type of case, complaint, petition against each other or their respective family members qua this marriage.

G. That it has been mutually agreed between the parties that after receiving the full and final amount i.e. Rs 10.00.000/- (as 5 lac already being paid at the time of first motion of earlier proceeding and balance 5 lac to be paid at the time of second motion) neither Party or their family members shall have any claim left against the other Party or their family members of any kind whatsoever and they will not claim any type of maintenance, alimony etc. as it is a full and final settlement which covers all the claims of the respective parties. It is further submitted that no estrident/Jewellery or any movable property of First Party remains with the Second party or his family.

H. That it is further agreed between the parties that in case of breach/violation or willful/deliberate disobedience of either the settlement deals or its terms and conditions, the party breaching the terms, shall be liable for contempt proceeding and the party aggrieved shall be entitled for status quo-anti in every possible way.

I. That it is also agreed between the parties that appropriate application for the withdrawal above noted cases be filed by the concern party prior to second motion of divorce.

J. That it is also agreed between the parties that any case, complaint, claim or appeal filed against each other whether known or unknown where summon/notice has been issued or not would be



null and void and will be treated as withdrawn/quashed after grant of decree of divorce to the parties.

8. The total settlement amount in terms of settlement deed dated 05.10.2024 is Rs. 10,00,000/-. Respondent No. 2 states that she has received the entire settlement amount.
9. 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.
10. Both the parties are present in Court and have duly been identified by the Investigation Officer. Respondent No. 2 submits that she has entered the settlement voluntarily without any fear, force, or coercion. And since the marriage between the parties has also been dissolved as per Hindu Rites, she has no objection if FIR No. 0111 dated 11.12.2012 registered under Section 406/498A/506/34 IPC at PS Mansarovar Park and all the other proceedings emanating therefrom are quashed.



11. 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.
12. In view of the above, FIR no.0111 dated 11.12.2012 registered under Section 406/498A/506/34 IPC at PS Mansarovar Park and all the other proceedings emanating therefrom are quashed.
13. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

NOVEMBER 29, 2024

Rb/ht