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

+ **CRL.M.C. 8980/2024**

SAKSHAM NAYYAR AND ORS.

.....Petitioners

Through: Mr.Sandeep Kumar, Adv. with
petitioner no.1 in person.
Other petitioner through VC

versus

THE STATE GOVT. OF NCT OF DELHI AND ANR.

.....Respondents

Through: Mr.Shoaib Haider, APP for State.
Mr.Anubhav Gupta, Adv. for R-2
with R-2 in person.
SI Anup Rana, Ps Paschim Vihar
West

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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18.11.2024

CRL.M.A. 34380/2024 (exemption)

Exemption is allowed, subject to all just exceptions.

The application stands disposed of.

CRL.M.C. 8980/2024

1. Present petition has been filed for quashing of case FIR no.337 dated 25.03.2022 registered under Section 498 A /406/34 IPC at PS Paschim Vihar (West) and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 09.02.2019 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 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 15.05.2024 before the Court of Learned Family Judge, Tis Hazari Courts, Delhi.
4. I have gone through the settlement deed dated 15.05.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

(1) It is agreed between the parties that the first party shall pay to the second party a lump, sum amount of Rs. 10,000,00/- (Ten Lakhs Only) as full and final settlement of all claims of Second Party (including towards past, present and future maintenance/alimony, Streedhan, reimbursement of expenses in marriage, etc.) against First Party in three instalments, as mentioned hereinbelow, by way of DD/Pay order.

(i) Rs. 2,50,000/- (Two Lakhs Fifty Thousand only) will be paid before Court at the time of recording of the statement of first motion.

(ii) Rs. 5,00,000/- (Rupees Five Lakh Only) will be paid before Court at the time of recording statement of second motion.

(iii) Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand only) will be paid before Hon'ble High Court at the time of quashing of FIR No. 0337 of 2022 registered at P.S.Paschim Vihar West.

4. That upon signing of this MOU, the Second party shall withdraw the following cases filed by her against all the accused in the respective cases.

4.1 Recovery suit bearing no. Civil DJ/758/2021 pending adjudication before the court of Sh Shiv Kumar Ld. ADJ, Tis Hazari Court titled as Bhoomika Nanda and Others Versus Saksham Nayyar and Others



4.2 Petition u/s 12 r/w S 13 (1) (i-a) of the Hindu Marriage act, 1955 for annulment of marriage pending before the court of Mr Arun Sukhija Ld. Principal Judge, Family Court, Tis Hazari Court, New Delhi bearing case No.: HMA 398/2022 titled as Bhoomika Nanda Versus Saksham Nayyar.

4.3 CAW Complaint No. 785/21 dt.07/09/2021 pending in Outer District Pitampura.

4.4 Application under section 12 of the Protection of Women from Domestic Violence Act, 2005 pending in the court of Akanksha Gautam, Ld. MM, Tis Hazari Court, New Delhi bearing case no. MC/592/2021, titled as Bhoomika Nanda Versus Saksham Nayyar.

5. After withdrawal of the above application under section 12 of the Protection of Women from Domestic Violence Act, 2005, the first party and the second party will jointly apply to the court seeking its order to the IO of FIR no.0337/2022 of P.S. Paschim Vihar West and to Union Bank of India, BD Block branch, Shalimar Bagh, Delhi, for desealing/unblocking and allowing surrender of the bank locker no.4/26 with Union Bank of India, BD Block Shalimar Bagh which is presently under joint operation of first and second party. The said bank locker had been sealed/blocked by the concerned IO of FIR no.0337/2022 after it was broken open on 20.07.2023 in compliance with the search warrant order, dated 30.05.2023 by the Hon'ble Court of Ms. Akansha Gautam, MM-04, Tis Hazari Courts, Delhi. The second party shall cooperate and complete all necessary formalities for surrendering of the said bank locker by personally appearing wherever required and also in the Bank premises alongwith the abovesaid locker's new key issued to her during breaking open of the abovesaid locker.

6. All the aforesaid steps as mentioned in 4.1 to 5 have to be completed prior to recording statements of second motion.

7. That prior to recording of statement of second motion of First Party shall unconditionally withdraw following cases filed by him: -

7.1 Criminal Complaint under section 156(3) Cr.P.C against the Second Party, Vineet Nanda (Father of Second Party), Mamta Nanda (Mother of Second Party) pending in the court of Ms Ritika Kansal, Ld. MM Rohini Court, New Delhi bearing case no. Cr. Cases 19188/2023 titled as Saksham Nayyar Versus Bhoomika Nayyar. 14

8. It is further agreed between the parties that the first motion petition



shall be filed on or before That the second motion and the application seeking waiver of the statutory time period of six months shall be filed immediately after receipt of certified copies of, the first motion and when all the cases as mentioned above are fully withdrawn by both the parties except for the FIR No.0337/2022 filed by the Second Party.

9. That after the second motion First Party shall file for Quashing of FIR No. 0337 of 2022, dated 25/03/2022, filed in P.S. Paschim Vihar West (formerly Mianwali Nagar), registered under Sections 498A/406/34 IPC against the First Party, Mr. Shri Krishan Nayyar (Father of First Party) and Suman Nayyar (Mother of First Party) before the Hon'ble High Court of Delhi and the second party shall cooperate and sign all necessary Affidavits for quashing of the said FIR and shall also personally appear before Hon'ble High Court for giving her consent for quashing of the said FIR after the recording of statement of second motion.

10.It is further agreed between the parties that they will withdraw any other complaint/ case filed by either of them against other or other's relatives before any authority or department or any other court in India.

11.The above settlement is with respect to all claims of the Second party past, present and future alimony Stridhan, maintenance, pending amount of maintenance, articles, property etc. and neither she nor her relatives shall claim anything from the First Party or his family members in future.

12.All the matters emanating from this marriage whether civil or criminal are settled and neither the parties nor their relatives shall make any claim against each other in future and will not file any case/ complaint against each other at any time in future.

13. It is agreed between the parties that after the recording of the second motion, if the Second Party backs out or does not cooperate in the quashing of the FIR No.0337/2022 registered at P.S. Paschim Vihar West, Delhi, then the Second Party shall pay as penalty twice the agreed full and final settlement amount to the First Party. Similarly if the First party does not come forward for payment as settled the amount already paid by the First Party to the Second party shall stand forfeited to the Second party and both the parties shall be at liberty to get all the cases reopened and pursue the same in the concerned Courts. It is further understood by the parties that a breach



of the undertaking given to the concerned court or willful/ deliberate violation of this MOU shall attract contempt of court.

14. The parties have agreed on each and every terms as recorded in the settlement agreement, after carefully reading over and fully understanding and appreciating the contents, scope and effect thereof, as also the consequences of the breach thereof, including payment of the fine/ penalty as mentioned above.

15. The terms and conditions mentioned in the settlement have been understood in vernacular by both the parties. The abovesaid settlement is arrived at between the parties voluntarily, out of their own free will, consent and without there being any undue pressure, force, coercion, influence, misrepresentation or mistake (both of fact and law), in any form whatsoever and the parties have agreed that the settlement/Agreement has been correctly recorded as per the agreed terms and conditions.

16. It is further agreed between the parties that they shall remain bound with the aforesaid terms and conditions as mentioned in the settlement and will execute the same.

5. Respondent no. 2 is present in court and has duly been identified by the IO. Today, as per settlement, the remaining amount of D.D.No.038686 dated 28.10.2024 in the name of Bhoomika Nanda in the sum of Rs.2.5 lakhs (rupees two lakhs 50 thousand only) drawn on HDFC Bank is handed over to the respondent No.2 in the Court.
6. Respondent no. 2 states that she has settled the matter with the petitioner voluntarily against all claims (past, present and future) without any fear, force, undue influence or coercion and has no objection if the present FIR and all other proceedings emanating therefrom are quashed.
7. 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.

8. The marriage between the parties has already been dissolved as per Hindu rites and ceremonies on 27.09.2024.
9. In view of the above, FIR no.337 dated 25.03.2022 registered under Section 498 A /406/34 IPC at PS Paschim Vihar (West) and all the other proceedings emanating therefrom are quashed.
10. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

NOVEMBER 18, 2024

Rb/smg