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

+ **W.P.(CRL) 3894/2024**

MR MANU ARORA & ORS.

.....Petitioners

Through: Mr. Nikhil Tripathi, Mr. Asutosh and
Mr. Mukul Bhardwaj, Advocates with
petitioners in person

versus

STATE GOVT. OF NCT OF DELHI & ANR.Respondents

Through: Mr. Sanjay Lao, SC with Mr. Aryan
Sachdeva, Ms. Priyam Agarwal and
Mr. Abhinav Kr. Aggarwal,
Advocates along with ASI Manoj, PS
Moti Nagar, Delhi
Ms. Urfia Shafiq, Ms. Sabhyata
Sharma, Advocates for R-2 with R-2
in person

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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18.12.2024

CRL.M.A. 37575/2024 (exemption)

Exemption allowed, subject to all just exceptions. Application stands
disposed of.

W.P.(CRL) 3894/2024

1. The present petition has been filed seeking quashing of case FIR
No.0173/2023 registered under Sections 498A/406/34 IPC at PS Moti
Nagar, Delhi and all the proceedings emanating therefrom on the
basis of the settlement.
2. Learned Counsel for the petitioners submits that Respondent
no.2/complainant married petitioner no. 1 on 25.04.2016 in



accordance with the Hindu Rites and Ceremonies and out of their marriage, two children, namely, Samay Arora and Hazel Arora were born. 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 arrived at Delhi High Court Mediation and Conciliation Centre dated 11.10.2023. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 21.05.2024.
4. 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. 0173/2023 dated 24.06.2023 registered under Section 498A/406/34 IPC at PS Moti Nagar and all the other proceedings emanating therefrom.
5. The parties have mutually entered into an agreement dated 11.10.2023. It was settled on the following terms and conditions:
 1. *That it has been settled between the parties that they will dissolve their marriage on the ground of mutual consent under section 13-B of HMA and the First Party shall withdraw the Divorce petition U/s 13 (1) (ia) of the Hindu Marriage Act 1955 bearing number HMA 2215/2022 which is pending adjudication before Hon'ble Ld. Principal Judge, Family Court, Tis Hazari Courts after signing the present Settlement Agreement.*



2. That it has been mutually settled that the First party undertakes that he has INR 21,00,000/- (Indian Rupees Twenty-One Lakhs Only) given to the family member of Second party, which the First Party and his family members will never claim in future, Besides, the Second party undertakes that she will not claim any gold, stridhan, or any cash compensation. The Second party further undertakes that she will not claim any money or compensation in any form from the First party and the present settlement shall be treated as full and final settlement towards all her claims i.e., maintenance (past, present and future), permanent alimony, stridhan, Jewelry etc.

3. That the custody of both the children i.e.- Samay Arora and Hazel Arora will remain with the Second party for all the time and she will be the sole guardian of both the kids.

4. That the custody of both the children i.e. Samay Arora and Hazel Arora shall not be transferred to any third party other than the biological parents, now or in the future.

5. That the First party shall have visitation rights to keep the children namely Samay Arora and Hazel Arora from Tuesday afternoon (First party shall receive the children from school cab/bus) till Thursday school timings where in First party shall prepare the children on Thursday morning and send the kids to school and the second party shall receive them from school bus on Thursday afternoon. It is further agreed that The first party shall have visitation rights to meet and keep the children with him for 15 days in a year if the children were taken to any other country outside India at his own cost.

6. That the First party shall return the furniture and other articles to the Second Party mentioned in Schedule 1 of the present settlement at the time of signing of the second motion petition u/s 13-B(2) of HMA. That it is further agreed between the parties that the First party shall get an acknowledgment signed from the Second Party at time of handing over of the aforesaid articles and further the Second party shall bear the



expenses of shifting, loading, unloading, transportation etc of the furniture and other articles mentioned in Schedule 1, copy of the Schedule 1 is annexed herewith.

7. That it is agreed between the parties that the education (Springdales, Pusa Road or equivalent School) i.e. the entire school related expenses (i.e. School tuition fees, conveyance fees, book/stationery, extra-curricular activities in schools) of both the children shall be paid by the First Party when the children are in Delhi-NCR. It is however clarified if the Second Party and the children permanently relocate outside the country the aforesaid expenses shall be paid by the Second Party and no contribution shall be asked from the first party in any case.

8. That it is agreed between the Parties that the First Party shall provide all the requisite documents i.e. of both the children and the Second Party for applying Visa(s) of CANADA for the Second party and both the children on the day of signing of the joint mutual divorce petition under section 13-(B)(1) of Hindu Marriage Act and it further agreed that the First Party shall bear the entire cost of applying the Visa(s) of the Second party and both the children. That in case the visa is declined/rejected the First Party shall again apply for the Visa after 30 days of the said rejection but not later than 4 months of the said rejection.

9. That it has been settled between the parties that they will file joint mutual divorce petition under section 13-(B)(1) 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 15 days from the signing of the present SETTLEMENT AGREEMENT. The second motion petition u/s 13-(B)(2) of HMA along with an application for waving of statutory period of six months shall be filed in accordance with paragraph no. 08 (Eight) of the present settlement. It is also agreed that the petition for quashing of the Case FIR no.' 173/23 UIS 498-A/377/406/34 IPC dated 24.06.23, registered at Police Station Moti Nagar, Delhi against the First party and his other family members, will be filed soon after grant of decree of Divorce



preferably within a period of 15 days from the grant of decree of divorce.

10. That if Passport(s) along with valid Visa(s) of Canada is granted to the Second Party and both the children, then the Second Party shall handover the same to the First Party and thereafter the aforesaid Passport(s) shall be handover to the Second party at the time of quashing of the Case FIR no. 173/23 U/S 498-A/377/406/34 IPC dated 24.06.2023, registered at Police Station Moti Nagar, Delhi against the first party and his other family members, before the Hon'ble High Court and the Second party

will cooperate and make necessary statements before the court for quashing of the above-mentioned case/FIR.

11. 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 l 3-B(2) HMA and quashing petition of FIR number 173/23 U/S 498-A/377 /406/34 IPC dated 24.06.2023, registered at Police Station Moti Nagar, Delhi and will appear before the respective courts to make necessary statements.

12. 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-ante in every possible way.

13. 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 fulfilling ail the conditions of the present Settlement Agreement.



14. That the above said settlement and its terms and conditions have been entered and executed between the parties with their free consent and the consent of their respective family members with their sweet will and without any force, undue pressure, influence, misrepresentation or mistake (both law and fact) in any form, and statement, agreement has been correctly recorded the said agreed terms are without any inducement or coercion from any corner whatsoever.

15. That the Second party shall not make any claim or inheritance, whether monetary or otherwise, from the First party or his family members for her entire lifetime. The Second party undertakes that she shall not raise any claims stated above or in any form of inheritance or share in movable or immovable property of the First party or his family members during her lifetime in any manner.

16. That both parties undertake and declare that neither of them shall, under any circumstances, use any photograph, video, information, or documents obtained during the course of marriage, in any manner, which may hurt, or cause emotional or financial damage to the other party. Both parties also undertake that they shall maintain the sanctity and trust of the marriage, even after their separation and not use any personal information to harass or cause damage to the other party, whether socially, professionally or personally.

17. That both parties shall not under any circumstance, breach, any condition/undertaking in the present deed. In case of any breach, the other party shall have the right to sue the opposite party for damages and file case, complaint against the defaulting party as are available to the respective party under law. It is specifically stated that withdrawal of mutual consent for divorce shall also be considered as a breach of condition of the present settlement.

18. That both the parties shall bear their own legal cost as per their own requirements.



19. By signing this Settlement Agreement, the parties hereto state that they have no further claims or demands against each other and all the disputes and differences have been amicably settled by the parties hereto through the process of Mediation.

20. The parties undertake before the Hon'ble High Court of Delhi to abide by the terms and conditions set out in the present Settlement Agreement and not to dispute the same hereinafter in the future.

21. The terms of the present Settlement Agreement" have been read over and explained to the parties in their Vernacular language and they have agreed and understood the same.

6. In terms of order dated 13.12.2024, an addendum settlement agreement dated 01.05.2024 (wrongly informed as 05.09.2024 on 13.12.2024) has been filed. It is not on record.
7. Let it be brought on record. However, a copy of the same has been handed over in court today. The addendum settlement agreement dated 01.05.2024 settled on the following terms and conditions:
 - a. *The paragraph 3 on page 4 of the said settlement it was agreed between the parties that:-*

“That the custody of both the children ie. Samay Arora and Hazel Arora will remain with the Second party for all the time and she will be the sole guardian of both the kids.”

- b. *However, in the interest of the aforementioned children it is agreed between the parties that the custody of children i.e. Samay Arora and Hazel Arora for all time shall be with the First Party and he shall be the sole guardian of both the children and further it has been agreed between the parties that the First party shall not change the school of both the children i.e. Samay*



Arora and Hazel Arora without taking written consent of the Second party.

- c. *The paragraph 5 on page 5 of the said settlement it was agreed between NOTARY Pune parties that:-*

“That the First party shall have visitation rights to keep the children namely Samay Arora and Hazel Arora from Tuesday afternoon (First party shall receive the children from school cab/bus) till Thursday school timings where in First party shall prepare the children on Thursday morning and send the kids to school and the second party shall receive them from school bus on Thursday afternoon. It is further agreed that the first party shall have visitation rights to meet and keep the children with him for 15 days in a year if the children were taken to any other country outside India at his own cost.”

- d. *However, in the interest of the aforementioned children it is agreed between the parties that the Second Party shall have visitation rights to keep the children i.e. Samay Arora and Hazel Arora from Tuesday afternoon (Second party shall receive the children from school cab/bus) till Thursday school timings where in Second party shall prepare the children on Thursday morning and send the kids to school and the First party shall receive them from school bus on Thursday afternoon.*

- e. *The paragraph 6 on page 5 of the said settlement it was agreed between the parties that:-*

“That the First party shall return the furniture and other articles to the Second Party mentioned in Schedule 1 of the present settlement at the time of signing of the second motion petition u/s 13-B(2) of HMA. That it is further agreed between the parties that the First party shall get an acknowledgment signed from the Second Party at time of handing over of the aforesaid articles and further the Second party shall bear the expenses of shifting, loading, unloading, transportation etc of the furniture and other articles mentioned in Schedule 1.”



- f. However, it is decided by the Second party that she is not interested/inclined to take back the furniture and other articles as mentioned in the Schedule 1 of the said settlement and the same has been agreed by the First party hence the Second party shall not claim the furniture and other articles as mentioned in the Schedule 1 of the said settlement from the First party.*
- g. That it has been agreed that the First Party and Second Party shall file the second motion petition under section 13-B(2) of the Hindu Marriage Act, 1955 within one week from the signing of the present/said Addendum.*
- h. That in case any party backs out of the present/said Addendum or neglects or fails to perform any act in terms of the present/said Addendum, the other party shall be at liberty to initiate appropriate proceedings for getting the same enforced through a Court of Law or take any other action against the defaulting party in accordance with Law.*
- i. That the contents of the present/said Addendum have been drafted by counsel(s) on the instructions of First Party and Second Party and the same are read over to them in vernacular language.*
- j. That the First party and the Second party have put their respective hands unto this deed after having fully understood the contents herein which have fully been read over and explained to them in vernacular language in the presence of the witnesses and the same shall be binding upon the parties. The present/said Addendum is the part and parcel of the said settlement dated 11.10.2023 and both shall be read together conjointly.*
- k. That the present/said Addendum is entered into by the Parties without any coercion, pressure or undue influence and out of their free-will and consent. Furthermore, the parties to the present/said Addendum are conscious that the present/said Addendum is by way of full and final settlement and to bring a*



complete end to the disputes/issues between the First Party and Second Party.

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 as per Muslim Rites, she has no objection if FIR No.0173/2023 registered under Sections 498A/406/34 IPC at PS Moti Nagar, Delhi and all the proceedings emanating therefrom are quashed. The total settlement amount in terms of agreement dated 11.10.2023 is Rs.21,00,000/-, which has already been paid. Respondent No. 2 states that she has received the entire settlement amount.



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.0173/2023 registered under Sections 498A/406/34 IPC at PS Moti Nagar, Delhi and all the proceedings emanating therefrom are quashed. However, this shall not bind the legal rights, title, and interest of the children, namely, Samay Arora and Hazel Arora, in any manner. Children, namely, Samay Arora born on 06.04.2018 and Hazel Arora born on 02.09.2019 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

DECEMBER 18, 2024

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