

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIRCUIT BENCH AT KOLHAPUR

CRIMINAL APPELLATE JURISDICTION

CR. WRIT PETITION NO. 2383 OF 2024

Niranjan Deepak Tiwari And Ors. ... Petitioners

Versus

Yashashree Niranjan Tiwari And Anr. ... Respondents

Mr. Rishikesh Mohite a/w Mr. Niranjan Tiwari for the Petitioner.
Ms. Vrunali J. Vilankar i/b Mr. Abhishek Ingale for the Respondent.
Respondent No. 1 is present in person.
Mr. Priyanka Rane A.P.P. for the Respondent No.2-State.

Coram : RANJITSINHA RAJA BHONSALE, J.

Date : 7th May 2026.

PER COURT :

1. The present Petition is filed under Article 227 of the Constitution of India read with Section 482 of the Code of Criminal Procedure, seeking quashing and setting aside of the proceedings bearing PWDVA No.59 of 2023 pending before the learned 4th Judicial Magistrate First Class, Ratnagiri, arising out of an application filed by Respondent No. 1 under Section 12 of the Protection of Women from Domestic Violence Act, 2005 ("DV Act" for short) against the Petitioners, namely the husband, father-in-law and mother-

in-law.

2. Learned Advocate for the Petitioners submits that, Respondent No. 1 is the wife of Petitioner No. 1, whereas Petitioner Nos. 2 and 3 are the father-in-law and mother-in-law of Respondent No.1. That, during the pendency of the present proceedings, Petitioner No.1 and Respondent No. 1 have settled all the matrimonial disputes between themselves. That, the present proceedings arise out of matrimonial disputes between Petitioner No.1 and Respondent No.1. That, due to the matrimonial dispute, several other connected proceedings have been instituted. The Petitioner No.3 has also initiated proceedings under the DV Act against Respondent No.1 and her family members, for the quashing of which Criminal Writ Petition No.4443 of 2025 has been filed. That, Petitioner No. 1 and Respondent No. 1 have now amicably resolved their disputes through the intervention of family members and well-wishers. Pursuant to the said settlement, the parties have also agreed to settle all disputes *inter se*, including the proceedings under the DV Act, defamation suits and divorce proceedings.

3. Learned Advocate appearing for the Petitioners places on record the Consent Terms dated 7th May 2026 executed by Petitioner No.1 and Respondent No.1. The said Consent Terms are taken on record and marked “X” for identification.

4. Perusal of the Consent Terms would indicate that, Respondent No.1

and her family members had filed MCA No.517 of 2024 seeking transfer of D.V. Proceedings bearing PWDVA No.75 of 2024 from Kolhapur to Ratnagiri. Pursuant to and based on the present settlement, the said MCA has been disposed of as withdrawn by an order dated 5th May 2026.

5. In the Consent Terms, it is recorded that, Petitioner Nos.2 and 3 undertake to withdraw Regular Civil Suit No.518 of 2025 and Regular Civil Suit No.519 of 2025 filed for compensation, on account of the alleged defamation. In the Consent Terms dated 7th May 2026, Respondent No.1 has undertaken and agreed to withdraw the proceedings bearing PWDVA No.59 of 2023, pending before the learned C.J.S.D., Ratnagiri.

6. As per the Consent Terms, Petitioner No. 1 has agreed to pay a total amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) to Respondent No. 1 towards full and final settlement in the divorce proceedings. The schedule of payment, as recorded in the Consent Terms, is as follows:

- (i) An amount of Rs. 50,000/- is to be paid at the time of filing of the Consent Terms before this Court;
- (ii) An amount of Rs. 2,00,000/- shall be paid upon withdrawal of PWDVA No.59 of 2023 pending before the learned C.J.S.D., Ratnagiri. The proceeding shall be withdrawn in any event on or before 8th June 2026.
- (iii) An amount of Rs.2,50,000/- shall be paid at the time of filing of

appropriate amendment applications for conversion of the pending divorce proceedings, into proceedings for divorce by mutual consent and on filing of consent affidavits. The Petitioner No.1 and Respondent No.1 have undertaken that the same shall be done on or before 8th July 2026;

(v) An amount of Rs. 5,00,000/- shall be paid upon passing of the decree of divorce by mutual consent.

7. In compliance of the Consent Terms and the schedule of payment contained therein, a Demand Draft of Rs.50,000/- has been handed over to Respondent No.1 in Court today. The Respondent No.1 who is present in Court, through her Advocate has acknowledged receipt of the demand draft.

8. Learned Advocate for Respondent No.1 has tendered across the bar Consent Affidavit dated 7th May 2026 duly notarized before the Notary Public. Respondent No.1 is personally present before this Court and reiterates the contents of the said Affidavit. Learned Advocate for Respondent No.1 has also tendered a photocopy of the Aadhaar Card of Respondent No.1, which is taken on record and marked "X-1" for identification.

9. Upon perusal of the Affidavit dated 7th May 2026, it appears that the parties have amicably settled all disputes between themselves. By the said Affidavit, Respondent No.1 has given her no objection and consent for quashing of the proceedings bearing PWDVA No. 59 of 2023 pending before

the learned 4th J.M.F.C., Ratnagiri. The Consent Terms record that, the undertakings given by the parties shall be treated as undertakings given to this Court. The said statements are accepted as undertakings given to this Court.

10. The scope of the High Court's inherent powers under Section 482 of the Code of Criminal Procedure has been comprehensively elucidated by the Hon'ble Supreme Court in *Narinder Singh v. State of Punjab (2014) 6 SCC 466*. The Hon'ble Supreme Court has categorically held that, the power to quash criminal proceedings under Section 482 is distinct from the power of compounding offences under Section 320 of the Code. It has further been recognized that, even in cases involving non-compoundable offences, the High Court may exercise its inherent jurisdiction to quash proceedings where the parties have amicably settled their disputes. In the context of matrimonial disputes, which predominantly arise out of personal differences and discord between spouses, the Supreme Court has consistently emphasized that such matters possess a private and personal character. Where the parties have resolved their differences, either by reconciliation or by mutually agreeing to part ways, continuation of criminal proceedings would serve no fruitful purpose and may, in fact, impede the prospects of peace and rehabilitation. Although this inherent power is not to be exercised in cases involving heinous offences or crimes having a serious impact on society, matrimonial disputes,

incidental proceedings and offshoots thereof stand on a different footing, being essentially private in nature. Therefore, when the parties have voluntarily and amicably settled their disputes and have expressed their intention to move forward peacefully, the High Court would be justified in quashing the proceedings.

10.1 The Hon'ble Supreme Court, in the case of Shaurabh Kumar Tripathi v. Vidhi Rawal, reported in 2025 SCC OnLine SC 1158, has observed as under:

“39. High Courts can exercise power under Section 482 of CrPC (Section 528 of the BNSS) for quashing the proceedings emanating from the application under Section 12(1) of the DV Act, 2005, pending before the Court of the learned Magistrate. However, considering the object of the DV Act, 2005, the High Courts should exercise caution and circumspection when dealing with an application under Section 12(1). Normally, interference under Section 482 is warranted only in the case of gross illegality or injustice.”

The Hon'ble Supreme Court has held that, the Court while exercising powers under section 482 of Cr.P.C. (section 528 of BNSS) has the power to quash proceeding, on merits, under the DV Act. In the present case, quashing is sought of matrimonial related disputes, by consent.

11. In the present case, considering that the dispute arises out of matrimonial discord and the parties have arrived at a genuine settlement and resolved all their differences, the continuation of criminal proceedings would amount to an abuse of the process of law. The Petitioner No.3, in Writ Petition No.4443 of 2025, has also given her consent for quashing of the

proceedings initiated by her against Respondent No.1. The proceedings are also under the DV Act. Accordingly, to secure the ends of justice and to promote harmony between the parties, this Court deems it appropriate to accept the settlement and quash the criminal proceedings being PWDVA Application No.59 of 2023 pending before the 4th Judicial Magistrate, First Class, Ratnagiri.

12. Considering that the disputes between the parties arise out of matrimonial issues and differences and several proceedings have arisen as offshoots thereof, the payment of the one-time settlement amount has been staggered keeping in view the apprehensions and concerns faced by the parties. It is noted that, the agreed parts of amounts under the settlement are payable only upon withdrawal of the domestic violence proceedings, conversion of the divorce proceedings into mutual consent proceedings, and ultimately upon the passing of the decree of divorce by mutual consent. Effectively, Respondent No.1 shall receive 50% of the settlement amount only after the decree of divorce is passed.

13. It is made clear that, in the event of breach of any of the terms and conditions contained in the Consent Terms dated 7th May 2026, the present proceedings shall stand revived, restored to the file and proceeded with in accordance with law.

14. In the circumstances, the learned C.J.S.D., Ratnagiri is requested to

dispose of the petition for divorce by mutual consent as expeditiously as possible, considering that the matter pertains to matrimonial disputes and the balance settlement amount is payable only upon grant of the decree of divorce.

15. In view thereof the petition is allowed in terms of prayer clause 'a'.

16. Learned Advocates appearing for the respective parties, along with the parties themselves, have adopted a practical and reasonable approach towards resolving the disputes. This Court places on record its appreciation for the sincere efforts undertaken by the learned Advocates in facilitating an amicable resolution of the matter while duly protecting the rights and interests of their respective clients.

[RANJITSINHA RAJA BHONSALE, J.]