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

+ CRL.M.C. 4808/2023

SH. MANOJ BISWAS AND ANR.

..... Petitioners

Through: Mr. Lokesh Kumar Mishra, Mr.
Himanshu Sharma and Mr. Vinay
Sahu, Advs. for petitioners.

versus

STATE OF NCT OF DELHI AND ANR.

..... Respondents

Through: Mr. Digam Singh Dagar, APP for the
State (VC) with SI Yatender Singh,
PS New Ashok Nagar.

Ms. Kirti Madan, Adv. for R-2

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Date of Decision: 17th July, 2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 18365/2023 (exemption)

Exemption is allowed subject to all just exceptions.

CRL.M.C. 4808/2023



1. The present petition has been filed under Section 482 Cr. PC seeking quashing of case FIR No. 571/2019 registered at PS New Ashok Nagar under Sections IPC 498A/406/506/34 IPC on the basis of settlement.
2. Briefly stated facts of the case are that the petitioner No.1/Husband got married to respondent No.2/Wife on 05.02.2018 according to Hindu Rites, Customs and Ceremony. However, certain temperamental differences and disputes arose between the parties due to which the parties started living separately since 16.06.2019. Out of this wedlock, there is one male child namely Pranav Biswas born on 31.12.2018.
3. Learned Counsel for the petitioner submits that during the pendency of the proceedings the parties have reached at an amicable settlement vide Settlement/Compromise dated 13.03.2023 arrived at Delhi Mediation Centre, Karkardooma Courts, Delhi with the following terms and conditions:
 - i. It is agreed by the wife and the husband that there is no possibility of reunion due to irreconcilable differences and as such, they have decided to separate their ways and go dissolution of their marriage by mutual consent in accordance with law as provided under section 13B of Hindu Marriage Act, 1955.
 - ii. It is agreed between the wife and the husband that they shall file the first motion petition under section 13B(1) of Hindu



Marriage Act for dissolution of marriage by way of mutual consent on or before 31.03.2023 and the expenses for the same shall be borne by the parties.

iii. It is further agreed between the wife and the husband that second motion petition under section 13B(2) of the Hindu Marriage Act shall be filed at the expiry of statutory period of six months from the date of disposal of the petition under Section 13B(1) of the Hindu Marriage Act. However, the parties are at liberty to move appropriate application for waiver of mandatory period of six months, if they so desire.

iv. It is further agreed between the parties that the husband shall pay an amount of Rs.3,00,000/- (Rs. Three Lakhs only) to the wife towards full and final settlement of all her matrimonial disputes including maintenance (past, present and future), permanent alimony, jewellery, istridhan, compensation etc. and the wife undertakes not to put forth any further claim towards the same in future at any stage.

v. It is agreed between the parties that the husband shall pay the above-said settled amount to the wife by way of DD in the name of 'Jyoti Mandal' as per the following schedule:

S.No.	Amount	Date
1.	Rs.60,000/- (Rs. Sixty Thousand	At the time of recording of statement of the parties in the first motion



	only)	petition under Section 13-B(1) of Hindu Marriage Act.
2.	Rs. 1,30,000/- (Rs. One Lakh Thirty Thousand only)	At the time of recording of statement of the parties in the second motion petition under section 13-B(2) of Hindu Marriage Act.
3.	Rs.1,10,000/- (Rs. One Lakh Ten Thousand only)	At the time of quashing of the FIR before Hon'ble High Court

vi. It is agreed between the parties that the custody of master Pranav Biswas shall remain with his mother/the wife and the husband shall not claim custody of the child and/or visitation rights at any stage.

vii. It has been further agreed between the parties that the minor child would be free to have recourse to the provisions of law for seeking appropriate relief from the Court in relation to the aspect of maintenance, education and up-bringing etc in terms of the pronouncement of judgment of the Hon'ble High Court in the case titled "Rakesh Jain & Ors, v Sarita Gupta (Crl.Misc No.2935/2019).



viii. It is further agreed between the parties that on completion of terms agreed above, they shall not be left with any claims towards each other and shall not litigate in future against each other qua this marriage.

ix. It is further agreed that either of parties to the settlement shall not claim any right whatsoever in the movable and immovable property of the opposite party.

9. Breach:

It is agreed between the parties that in case of breach / violation wilful / deliberate disobedience, the party breaching the terms shall be liable for contempt proceedings. It is further agreed between the parties that the defaulting party would return all the benefits/ advantages / privileges that have enured in its favour and the parties would be restored to the position that was before they had arrived at such a settlement agreement.

10. Schedule of Withdrawal of pending cases

It is agreed between the husband and wife that the wife shall withdraw her present petition under Section 125 Cr.PC and complaint under Section 12 of DV Act from the respective courts concerned after recording their statement in the first motion petition but before recording of their statement in the second motion petition.



It is submitted and agreed upon between the parties that respondents shall seek appropriate relief by way of filing of quashing petition under section 482 Cr.P.C. within 15 days from the date of dissolution of marriage and the wife shall cooperate in the quashing.

11. Free Consent of the parties:

We, the parties, unequivocally declare that we have executed the agreement after understanding the terms of the settlement agreement as well as of the consequences of its breach. We further state that the aforesaid settlement and declaration is voluntary and that we have executed and signing the same voluntarily after examining all probabilities and implications thereof and without any kind of force, pressure or undue influence, misrepresentation or mistake (both of law and fact), in any form, whatsoever, from any quarter. We undertake that we shall abide by and be bound by the agreed terms / stipulations of the settlement agreement.

4. In pursuance to the terms and conditions of the settlement, the Petitioner no.1 had to pay a total sum of Rs.3,00,000/- to Respondent no.2 towards full and final settlement of their disputes. Rs.1,90,000/- has already been paid and the remaining amount has been paid today via a demand draft bearing DD No. 460743 dated 14.07.2023 for a



sum of Rs. 1,10,000/- drawn on Central Bank of India being handed over to the respondent No.2.

5. It is pertinent to mention here that the present settlement shall not affect the rights of the child in the future.
6. Respondent No.2 is present and states that she has entered into the settlement voluntarily at her own free will without any fear, force or coercion.
7. IO has duly identified the parties.
8. It has repeatedly been held by the Apex Court that in the matrimonial disputes, if the parties have settled the matter between themselves amicably, it is the duty of Courts to encourage the same. Reliance can be placed on *B.S. Joshi v. State of Haryana*, (2003) 4 SCC 675; *Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another*; 2019 SCC OnLine Del 8179.
9. I consider that there would be no purpose of continuing with the trial as the parties have entered into the settlement voluntarily without any fear, force and coercion, and have decided to give quietus to the proceedings. It was a matrimonial dispute which has been amicably settled.
10. In view of the submissions made above, the case FIR No. 571/2019 registered at PS New Ashok Nagar under Sections IPC 498A/406/506/34 IPC and consequent proceedings arising therefrom are quashed.
11. The present petition stands disposed of.

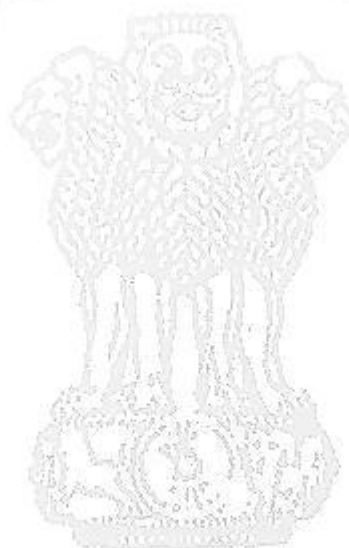


DINESH KUMAR SHARMA, J

JULY 17, 2023

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HIGH COURT OF DELHI



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