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

+ **W.P.(CRL) 105/2023**

MOHIT KUMAR BHARTI & ORS.

..... Petitioners

Through: Mr. Nitish Pandey, Adv.

Versus

STATE, THROUGH S.H.O P.S. FATEHPUR BERI & ANR.

..... Respondents

Through: Mr. Yasir Rauf Ansari, ASC with Mr. Adeeb Ul Hasan, Adv. with SI Hakam Chand, PS Fatehpur Beri, ND.

Respondent No.2 in person.

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Date of Decision: 16th January, 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. 990/2023 (exemption)

Exemption is allowed subject to all just exceptions.

W.P.(CRL) 105/2023

1. The present petition has been filed for quashing of FIR No. 282/2021 registered at PS Fatehpur Beri, Delhi, under Sections 498A/406/34

IPC. The said FIR was lodged at the complaint of the respondent No.2/wife.

2. Facts in brief are that the marriage between Petitioner no. 1 and respondent no. 2/complainant was solemnized on 07.10.2016 as per Hindu rites and customs. No child was born out of this wedlock. Thereafter owing to temperamental differences both the parties started residing separately since 23.08.2020. Consequently, respondent no. 2/complainant lodged the present FIR against the Petitioners herein.
3. Thereafter, due to the intervention of family members and well-wishers, the parties settled all their disputes amicably on 29.09.2021 before the Mediation Centre, Saket Courts, New Delhi on the following terms and conditions:

“1. It is agreed between the parties that since there is no chance of their re-union, they will part their ways by seeking decree of divorce by mutual consent.

2. It is also agreed between the parties that Second Party Mohit Kumar Bharti will pay to the First Party Indu, a total sum of Rs. 15,00,000/- (Rupees fifteen lakhs only) in full and final settlement towards all her claims arising out of the marriage between the parties including maintenance-past, present, and future, permanent alimony, istridhan etc.

3. It is also agreed between the parties that the amount of Rs. 15 lakhs will be paid by the Second Party to the First Party by way of demand draft/NEFT/RTGS, in three installments in the

following manner.

a) First installment of Rs. 5 lakhs shall be paid at the time of recording of statements at the first motion mutual consent divorce petition before the concerned Family Court which has to be filed within 15 days of signing of the present settlement agreement.

b) Second installment of Rs. 5 lakhs shall be paid at the time of recording of the statements at the second motion mutual consent divorce petition before the concerned Family Court which has to be filed within stipulated time, however both the parties have agreed to file a waiver application before the concerned court to waive off the six months period between first and second motion.

c) Third and final Installment of Rs. 5 lakhs shall be paid by the accused persons to the complainant at the time of quashing of the present FIR before the Hon'ble High Court of Delhi.

3. It is further agreed between the parties that the parties will withdraw their respective matters filed against each other after filing of first motion and before quashing of FIR, ie (i) DV Act titled Indu Vs. Mohit Kumar Bharti etc. CT No. 5913/20, NDH-28/10/21, (ii) Divorce case titled Indu Vs. Mohit Kumar Bharti vide HMA No. 57/20, NDH-20.1.22, (iii) Petition u/s 9 HMA

No. 359/21 titled Mohit Kumar Bharti Vs. Indu, iv) Suit No. 315/21, titled Nand Kishore Vs Mohit Kumar Bharti etc. pending before Ms. Ruchika Tyagi, Ld. CH, Tis Hazari, West District, NDH-01.11.21

4. It is further agreed between the parties that both the parties shall make necessary statements before the concerned court for compounding the compoundable offence.

5. It is further agreed between the parties that both the parties or their relative/legal heirs/friends etc. will not interfere in the lives of each other.

6. It is further agreed that after receiving of settlement amount and quashing of FIR etc., nothing shall remain between the parties with regard to their marriage and the First Party will not claim any right over the property of the Second Party in future.

7. It is further agreed between the parties that in case the default arises from the side of the accused/second party, then the settlement amount already paid shall stand forfeited and if the default arises from the side of the complainant/first party then the complainant party shall return the said amount to the accused/second party.”

4. The petitioners and the complainant/respondent no. 2 are present before this court in person and have been duly identified by the IO. Respondent No.2 has stated that she was married to the petitioner No.

1 namely Mohit Kumar on 07.10.2016 and lived together till 23.08.2020. She has stated that no child was borne out of wedlock. She has stated that now she has amicably settled all the disputes with the petitioners and wants to put a quietus to the same. She has further stated that she has already received a sum of Rs.10,00,000/- and the remaining sum of Rs. 5,00,000/- has been paid today by way of Demand Draft bearing No. 760294 dated 07.12.2023 drawn on Punjab National Bank. She has stated that she has entered into the settlement voluntarily out of her own free will, without any fear, force or coercion. She has further stated that the petitioners have complied with the terms and conditions of the settlement and therefore, she has no objection if the present FIR and all criminal proceedings emanating therefrom are quashed.

5. Both the parties state that divorce decree by way of mutual consent has also been granted by the learned Principal Judge, Family Courts, South, Saket Courts, Delhi vide order dated 30.04.2022.
6. The dispute between the parties have been settled and continuance of FIR No. 282/2021 would serve no useful purpose and may cause prejudice to the petitioner and be an exercise in futility. The chances of conviction would also be bleak and remote, given that the parties do not wish to pursue the present complaint on account of the settlement. I do not see any reason to reject the settlement. It is better to put a quietus to the dispute in view of the settlement deed arrived at between the parties voluntarily without any force, fear and coercion. The Supreme Court and this Court have time and again held that cases

arising out of matrimonial differences should be put to quietus if the parties have arrived upon a genuine settlement. Reliance can be placed on *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).

7. Considering the totality of facts and circumstances of the case and in view of the submissions of respondent no.2/ Ms. Indu, the case FIR No. 282/2021 registered at PS Fatehpur Beri, Delhi, under Sections 498A/406/34 IPC and all criminal proceedings emanating therefrom are quashed.
8. Accordingly, the present petition stands disposed of.

DINESH KUMAR SHARMA, J

JANUARY 16, 2023

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