

**(2023) 05 DEL CK 0489**

**In the Delhi High Court**

**Case No :** Criminal Miscellaneous Case No. 1238 Of 2022

Ramit Chhabra & Ors.

APPELLANT

Vs

State (Nct) Of Delhi & Anr

RESPONDENT

**Date of Decision :** 09-05-2023

**Acts Referred:**

Indian Penal Code, 1860 — Section 34, 406, 498A  
Code Of Criminal Procedure, 1973 — Section 482  
Hindu Marriage Act, 1955 — Section 13B(1), 13B(2)

**Citation :** (2023) 05 DEL CK 0489

**Hon'ble Judges :** Dinesh Kumar Sharma, J

**Bench :** Single Bench

**Advocate :** Abhishek Sirohi, Hemant Mehla, Dipanshu Meena

**Final Decision :** Disposed Of

## Judgement

Dinesh Kumar Sharma, J

1. The present petition has been filed for quashing FIR no. 0266/2020, dated 06/07/2020 registered under Section 498A/406/34 IPC at PS Maurya Enclave, Pitampura, Delhi.

2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 09.12.2012, in accordance with the Hindu Rites and Ceremonies in Delhi. One child was born out of the said wedlock namely, Charvik. However, on account of temperamental differences and mental incompatibility, the parties started living separately since 03.03.2017 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 13.09.2021 before the Delhi High Court Mediation and Conciliation Centre. As per the settlement it has been

agreed between the parties that the petitioner shall pay Rs 60.00.000 (Sixty Lakhs Only) in full and final settlement of the entire dispute to respondent no. 2/ complainant out of which Rs 25,00,000 (Twenty-Five Lakhs Only) paid DD No. 036246 drawn from HDFC bank and Rs. 25,00,000 (Twenty-Five Lakhs Only) DD No.37572 dated 29.01.2022. It has been stated that Rs.50 lakhs have already been paid and D.D.No.037763 dated 09.05.2023 drawn on HDFC Bank, in the sum of Rs.10 lakhs in the name of Ms. Neha Kohli has been handed over to respondent no.2 in court today.

4. I have gone through the settlement which has been placed on record. Parties have arrived on settlement before Delhi High Court Mediation and conciliation Centre dated 13.09.2021, the terms and conditions of which are as under:

3. That both the parties have mutually agreed in the mediation that there is no chance left for their reconciliation nor there any possibility of the parties to living together as husband and wife.

4. The present matter was referred to Samadhan (Delhi High • Court Mediation and Conciliation Centre) vide an Order dated 30.07.2021 passed by the Hon'ble Division Bench comprising Hon'ble Mr. Justice Vipin Sanghi and Hon'ble Mr. Justice Jasmeet Singh.

5. The Parties agreed that Ms. Lalit Mohini Bhat and Ms. Aditi Tyagi, Advocates would act as the Mediator and Co-Mediator respectively in the Mediation proceedings.

6. Various mediation sessions were held by way of video conferencing with the Parties and their respective counsels i.e. Mr. Hemant Kumar, Advocate, Enrollment No. D11852/2012, having mail id: contact@chambershk.in for the First Party and Mr. Hitender Kapur, Advocate, Enrollment No. D/840/1991 having email id kapurlegal@gmail.com for the Second Party and Third Party. The parties have, with the assistance of the Mediators and proactive participation of their respective counsels voluntarily arrived at an amicable solution, resolving the above-mentioned disputes and differences on the following terms:-

(i) The parties will file a joint petition U/s 13B HMA for mutual consent divorce and undertake to participate and remain present during it's proceedings as and when required.

(ii) The Husband/First Party has agreed to pay a sum of Rs. 60,00,000/(Rupees Sixty Lacs Only) to the Wife/Second Party in full and final settlement of present matter towards all the present, past and future maintenance/alimony for herself and minor son Charvik and all other claims including Istridhan etc. as follows:-

(a) Rs. 25,00,000/-(Rupees Twenty Five Lacs Only) shall be paid by Husband/First Party to Wife/Second Party by way of Demand Draft at the time of recording of statement in First Motion petition U/s 13-B(I) of Hindu Marriage Act;

(b) Further sum of Rs.25,00,000/-(Rupees Twenty Five Lac Only) shall be paid by

Husband/First Party to Wife/Second Party by way of Demand Draft at the time of recording of statement in Second Motion U/s 13-B(2) of Hindu Marriage Act, along with Jewellery items in his possession which includes 1 Gold Ring, Two Gold! Diamond sets and Three Gold Chains.

(c) Balance payment of Rs. 10,000,00/- (Rupees Ten Lacs Only) shall be paid by the Husband/First. Party to Wife/Second Party by way of Demand Draft at the time of quashing of the abovesaid F.I.R. No. 266 of 2020, under sections 406/498N34 IPC, P. S. Maurya Enclave, Pitampura, New Delhi-I10034 before the Hon'ble High Court of Delhi.

(iii) It is also agreed between parties that first motion petition under Section 13B (1) of the HMA shall be filed within one week after signing of the present Settlement Agreement.

(iv) That the parties also agree and undertake that they shall file a joint application for the waiver of the statutory period of six months along with the petition under Section 13B (2) of the HMA (Second Motion) in terms of judgment passed by Hon'ble Supreme Court of India in Amardeep Singh Vs. Harveen Kaur in Civil Appeal No. 11158/2017 along with the petition under Section 13 B (2) of the HMA. The said application shall be filed any time after fifteen days of the recording of the statement made during the First Motion and passing of the order under Section 13B (I) of the HMA but before the expiry of the period of 30 days from the passing of the order under Section 13B (I) of the HMA.

(v) That the parties agree and undertake not to withdraw their consent for filing the petition for divorce by mutual consent. That in case the application is declined and the statutory period is not waived by the court, the parties agree that they shall file the petition under Section 13B (2) of the HMA within 15 days of the expiry of the statutory period of six months from the recording of the statement of the parties and passing of the order under Section 13B (I) of the HMA (First Motion).

(vi) The Quashing Petition shall be filed within 10 days of receipt of decree/s section 13-B(2) of HMA Act, 1955. On the receipt of this amount, the Wife and Master Charvik Chhabra shall not raise any further claim of any nature, whatsoever for themselves in future, in any court of law. Similarly, the Husband/first Party undertakes that he will not have any claim against the Wife/Second Party of any nature whatsoever anywhere, including any court of law.

(vii) It is also agreed between the parties that Husband shall have visitation rights to meet Master Charvik Chhabra on every 2nd and 4th Saturday of every month of the English Calendar at a neutral venue as agreed from time to time.

(viii) The Parties further agree and undertake that they shall not file any other complaint! case/ proceedings against each other and/or their families based on their matrimonial discord so as to bring quietus to the whole litigation pending between the Parties. The Parties confirm and admit that there are no other cases

or complaints, save and except those mentioned herein above pending against each other. If any case is pending, the same shall be deemed to be withdrawn in terms of the present Settlement Agreement.

(ix) The Parties agree and undertake not to interfere in the life of each other in any manner and also undertake not to make any allegations, defamatory or derogatory, against each other and their respective family members personally or on any public forum and/or through social media i.e. whatsapp, facebook, twitter, instagram etc. or in any other manner.

7. The Parties agree that in case any Party backs out of the present Settlement Agreement or neglects or fails to perform any act in terms of this Settlement Agreement, then the other Party shall be at liberty to initiate appropriate proceedings for getting the same enforced through a court of law and/or take any other action against the defaulting Party in accordance with law.

8. Both the Parties shall also file affidavits containing an undertaking before the Concerned Court in the divorce proceedings that they shall duly abide by the terms and conditions of the present Settlement Agreement. The parties further agree to give an undertaking to the Hon'ble Court in terms of the present Settlement Agreement they shall be held responsible for the contempt of court under the Contempt of Courts Act for violation of any term thereof.

5. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 14.02.2022 passed by Learned MM. Renu Bhatnagar, Family Court, (West) Tis- Hazari Delhi.

6. 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. 0266/2020 registered under Section 498A/406/34 IPC at PS Maurya Enclave, Pitampura, Delhi. and all the proceedings emanating therefrom.

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) 5 SCC 226; Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another, 2019 SCC OnLine Del 8179.

8. 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 by a decree of divorce by mutual consent order/judgment dated 14.02.2022, she has no objection if FIR no. 0266/2020 registered under Section 498/406/34 IPC at PS Maurya Enclave, Pitampura, Delhi and all the proceedings emanating therefrom.

9. The details of other litigations between the parties are as follows:

(i) The First Party filed Divorce Petition bearing HMA No. 535/2019 under section 13(ia) & (ib) of HMA against the Second Party and the said Petition is pending in the court of Ms. Renu Bhatnagar, Ld. Principal Judge Family Court, (West), Tis-Hazari, Delhi.

(ii) The First Party has also filed Guardianship Petition bearing GP No. 89/2020, against Second Party for seeking custody of son of parties to this settlement namely Master Charvik and the said petition is pending in the court of Ms. Renu Bhatnagar, Ld. Principal Judge Family Court, (West), Tis-Hazari, Delhi.

(iii) The Second Party has filed First Information Report against the First Party and his parents bearing No. 266 of 2020 U/s 498-A/406/34 IPC, registered with Police Station Maurya Enclave, Pitampura, New Delhi- 110034.

(iv) The First Party has filed the present MAT. APP. (F.C.) No.106/2020, against the Second Party, before the Hon 'ble High Court of Delhi.

10. An additional affidavit has been filed by petitioner no.1 to the following effect:

7. That both the deponent and the respondent no.2 have agreed that the deponent will have the visitation rights to meet his minor son namely Charvik Chhabra who is in custody of respondent no.2 and will not make any civil or criminal claim in any court to get custody.

8. That as per the judgment passed by the Hon'ble Supreme Court in Civil Appeal Nos.4031-4032 of 2019 Ganesh vs. Sudhir Kumar Srivastva the minor son namely Master Charvik Chhabra has the legal right in the share from the ancestral property of his father i.e. deponent and other concerned.

11. 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.

12. In view of the above, FIR no. 0266/2020, dated 06/07/2020 registered under Section 498A/406/34 IPC at PS Maurya Enclave, Pitampura, Delhi. and all the other proceedings emanating therefrom are quashed.

13. The present petition along with all the pending applications stands disposed of.