

Luv Sharma & Ors vs State & Anr on 2 December, 2021

Author: Subramonium Prasad

Bench: Subramonium Prasad

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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CRL.M.C. 1603/2021 & CRL.M.A. 19208/2021

LUV SHARMA & ORS.

..... Petitioners

Through: Mr.Vineet Mehra, Mr. Ashish Batra
and Mr. Honey Jain, Advocates.

versus

STATE & ANR.

..... Respondents

Through: Ms. Meenakshi Chauhan, APP for the
State with SI Manisha, PS Hari
Nagar.
Ms. Jessica Vali, Mr. Rajeev Sirohi
and Mr. Mahendra Pratap, Advocate
for the complainant.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD
ORDER

% 02.12.2021

1. Petitioners seek quashing of FIR No. 669/2020, dated 15.12.2020, registered at Police Station Hari Nagar for offences under Sections 376/377/323/354 /506/509/34 IPC.

2. This Court, on 23.07.2021 had referred the matter to mediation. The matter stands settled and the Settlement Agreement dated 29.11.2021 is on record. Relevant portion of the settlement agreement reads as under:

"1. That, it is mutually agreed by and between the First Party and the Third Party that they shall jointly file petition U/s13B (1) and 13B(2) of HMA and get their marriage dated 23.02.2019 dissolved by decree of divorce by mutual consent.

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2. That it has further been mutually agreed between the parties that Baby Samriddhi shall be in the permanent custody and guardianship of mother i.e. the Third Party. However, the First Party being- a father shall have visitation rights to meet baby Samriddhi on her birthday and on major Hindu festivals such as Holi, Diwali, Lohri at a public place mutually agreed upon between them in advance through WhatsApp

message/Calls/Email etc.

3. It is agreed between the parties that First Party i.e. Husband shall pay a full and final settlement amount of Rs.65,00,000/- (Rupees Sixty Five Lacs only) to the Third Party. Out of the said amount, a sum of Rs.25,00,000/- (Rupees Twenty Five Lacs only) is for the Third Party towards all her claims in respect of her Istridhan, Maintenance (past, present and future) and Permanent Alimony. The remaining amount of Rs.40,00,000/- (Rupees Forty Lacs only) shall be for the welfare and benefit of the minor child i.e. Baby Samriddhi and which the Third Party shall utilize for the maintenance, upbringing, -medical expenses, education including higher education and marriage of the minor child Baby Samriddhi.

4. That it is further agreed between the parties that the First Party will pay the full and final settlement amount of Rs. 65,00,000/- (Rupees Sixty Five Lacs only) to Third Party in the following manner:

a. The joint petition u/s 13(B)(1) ITMA shall be filed within 7 days of the signing of the present Settlement Agreement.

b. The First Party shall handover to the Third Party a DD/Pay order of Rs. 10,00,000/- (Rupees Ten Lacs Only) in the name of Aastha Arya at the time of recording of statement of first motion petition under section 13-B (1) HMA for divorce by mutual consent before the concerned family CRL.M.C. 1603/2021 Page 2 Signed Court.

c. The Third Party agrees that she has no objection to quashing of the FIR No.669/2020, dated 15.12.2020, U/s 376/377/323/354/506/509/34 IPC registered at PS Hari Nagar, Delhi and putting quietus to the said criminal cases either by filing affidavit/making appropriate statement to that effect in the Petition bearing Crl. MC No. 1603/2021 before the Hon'ble High Court of Delhi or in any separate petition for quashing of the said FIR and proceedings emanating therefrom on the basis of the settlement which may be required to be filed before the Hon'ble High Court of Delhi by the First Party or in the alternative cooperating with the First Party and his family members i.e. Second Party in their discharge/acquittal in the said case before the Ld. Trial Court. The First Party shall handover to the Third Party a DD/Pay order of Rs.30,00,000/- (Rupees Thirty Lacs Only) in the name of Aastha Arya at the time of quashing of FIR or discharge/acquittal in the said case.

d. The First Party shall handover to the Third Party a DD/Pay order of the balance amount of Rs.25,00,000/- (Rupees Twenty Five Lacs Only) in the name of Aastha Arya at the time of recording of statement of Second motion petition under section 13-B (2) HMA for divorce by mutual consent before the concerned family Court. The First Party and the Third Party agree and undertake to file a joint petition u/s 13-B(2) HMA within 7 days of the completion of statutory period of 6 months. The First Party

and the Third Party agree that they will also file an application for waiver of 6 months in terms of the Hon'ble Supreme Court's Judgement 'Amardeep Singh Vs Harveen Kaur' and make endeavors to expedite CRL.M.C. 1603/2021 Page 3 Signed the divorce decree U/s 13-B(2) HMA.

5. That it is further agreed that the Third Party shall withdraw her petition u/s 12, 18, 19, 20, 22 and 23 PWDVA and complaint before CAW Cell Sri Niwas Puri, Delhi against the First Party and the Second Party as mentioned above in the present settlement within one week from the date of order on the first motion petition u/s 13 B (1) of the HMA by the concerned Family Court.

6. The First Party has already handed over the personal belongings of the Third Party- which includes her clothing articles, footwear, cosmetic/toiletries etc. on 03.09.2021 before Ld. Protection Officer, Saket Courts, New Delhi and same is part of court record.

7. It is further agreed between the parties that the Third Party shall have no claim left whatsoever in respect of her personal belongings, jewellery/Istridhan articles, documents, .other articles etc. against the First Party and his family members i.e. Second Party.

The Third Party further agrees that there is no dispute pending in respect of her personal belongings, jewellery/Istridhan articles, documents, other articles etc. against the First Party and his family members i.e. Second Party. The Third Party is now in possession of all her personal belongings, jewellery/Istridhan articles, documents, other articles etc and is left with no further claim.

8. It is further agreed by all the parties that the parties will co-operate in drafting and signing the petitions as well as for making necessary statements before the concerned Court, Delhi.

9. That the First Party and the Third Party state that they or their family members have not filed any CRL.M.C. 1603/2021 Page 4 Signed other complaint apart from what is stated above against each other and/or their family members before police or any other authority nor filed any other case apart from what is stated above against each other and/or their family members in any Court of law. However, if any such complaint/case comes in the knowledge of any party then the same shall also be withdrawn by the other party filing the same or shall be deemed to be withdrawn by the said party filing the same.

10. That the First Party and his younger brother Mf. Kush Gaurav Sharma who are pilots in Indigo Airlines have been denied issuance of AEP (Airport Entry Pass) by BCAS (Bureau of Civil Aviation Security) on account of them facing case FIR No. 669/2020 dated 15.12.2020, U/s 376/377/323/354/506/509/34 IPC registered at PS Hari Nagar, Delhi lodged by Third Party. It is agreed between the parties that since the parties have arrived at a settlement for putting a quietus to all the litigation, complaints including Case FIR No-669/2020 dated 15.12.2020, U/s

376/377/323/354/506/509/34 IPC registered at PS Hari Nagar, Delhi therefore the Third Party hereby gives no objection for issuance of AEP in favour of First party and his younger brother Kush Gaurav Sharma. The Third Party shall cooperate with the First Party and Kush Gaurav Sharma in the said regard in all respects and if necessary give affidavit giving no objection for issuance of AEP in favour of First party and his younger brother Kush Gaurav Sharma.

11. That it is agreed that on signing of the present Settlement Agreement the parties shall neither interfere into each other's respective lives nor create any hindrance in the work place of each other. Further, all the parties shall not make any defamatory allegations against each other directly or indirectly amongst the CRL.M.C. 1603/2021 Page 5 Signed friends, relatives, common persons as well as in the society, at large on social media including facebook, instagram, twitter, shapchat etc.

12. That after the payment of the amounts as mentioned above, nothing shall remain to be paid to the Third Party by the First party and his family members i.e. Second Party at any point of time in past, present and future. The Third party and her family members shall not have any claim against the movable and immovable assets and properties etc. of the First Party and his family members i.e. Second Party either self-acquired or ancestral in any manner whatsoever at any point of time in past, present and future. The parties and their family members shall not lodge any claim or file any litigation, either civil or criminal, against each other and/or their family members in future.

13. That, it is agreed between the parties that in consideration of the receipt of the aforesaid settlement amount and in terms of this Settlement Agreement, the Third Party shall relinquish all of her claims on account of maintenance (past, present and future) and permanent alimony etc. from the First Party and his family members i.e. Second Party.

14. That it is agreed between the parties that both First Party and Third Party are having a forex plus multi-currency card of HDFC Bank (Card no. 4766410002512165) and joint saving account no. 50100171814387 in HDFC Bank, B- Block Community Centre, Janak Puri, New Delhi. The said forex card and the said joint savings bank account shall be closed/surrendered by the First Party and the Third Party within 15 days from the date of order on the first motion petition by the concerned Family Court and the closing balance amount of EUR 122 (EUROS 122) in CRL.M.C. 1603/2021 Page 6 Signed the said Forex card will be handed over by the Third Party in the form of DD/Pay Order of equivalent Indian Rupees in the name of Luv Sharma to the First Party.

15. That in consideration of the receipt of the aforesaid full and final settlement amount and jewellery/Istridhan articles and in terms of this settlement agreement, all the parties hereby release each other from all obligations, financial and matrimonial, resulting from their marriage. The settlement amount is paid against all expenses borne by Third party towards marriage ceremonies and other related ceremonies. The Third party relinquishes all her right to claim maintenance and alimony from the First Party and his family members: i.e. Second Party, in past, present and future. The settlement amount is towards full and final, settlement in the present alliance.

16. The First Party and the Third Party agree and undertake that upon implementation of this Settlement Agreement neither party shall be left with any claim whatsoever against the other party

and his/her family members. They further agree, and undertake not to litigate with each other on any matter relating to or arising out of their marriage.

17. That the First Party shall place the present Settlement Agreement before the Hon'ble High Court in Crl. M.C No. 1603/2021 with a prayer for early hearing within 3 days of signing of the Settlement Agreement with an advance notice to the Third party and the Third party undertakes to appear before the Hon'ble Court.

18. That it is further declared that on getting decree of divorce, the First Party and the Third Party shall be CRL.M.C. 1603/2021 Page 7Signed free to lead their life according to their free will and without any disturbances, claim and interference from the other side in their personal or professional life.

19. That both First Parity and Third Party would co-operate with each other to get the decree of Divorce from the court of law in terms and conditions incorporated in this Settlement Agreement. I

20. That in case the Third Party fails to adhere to the terms and conditions of the present Settlement Agreement, she will put First Party into the same situation as he was before the settlement of the dispute by refunding to the First Party, Double of the total amount received by Third Party from, the First day since the signing of the Settlement Agreement, along with simple interest. Similarly, if the First party fails to adhere to the terms and conditions of this settlement agreement, the Third party will be entitled to retain the money, which she may have received under the Settlement Agreement.

21. That all the parties hereto have understood the entire contents of this Settlement Agreement, which are explained to them in Vernacular as well. The parties hereto have signed this Settlement Agreement in full senses, free will, consent without any type of force, undue influence or coercion by either party and all the parties will remain bound by this settlement in letter and spirit.

22. 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 Conciliation/Mediation.

23. That the parties undertake before the Hon'ble CRL.M.C. 1603/2021 Page 8Signed Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.

24. The parties agree that they shall appear before the Hon'ble Court during the physical/virtual hearing to make their statements in terms of the present settlement agreement."

3. It is stated that in terms of the settlement agreement, first motion petition has been filed and the same is listed on 07.12.2021 before the Family Court.

4. In view of the above, list on 19.01.2022. The date fixed earlier i.e. 02.03.2022 stands cancelled.

5. In the meantime, let the Trial arising out of FIR No. 669/2020, dated 15.12.2020, registered at Police Station Hari Nagar for offences under Sections 376/377/323/354 /506/509/34 IPC, be stayed.

DECEMBER 02, 2021
Rahul

SUBRAMONIUM PRASAD, J

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