

Shobhit Siharma & Anr vs The State Nct Of Delhi And Anr on 20 August, 2024

Author: Dinesh Kumar Sharma

Bench: Dinesh Kumar Sharma

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IN THE HIGH COURT OF DELHI AT NEW DELHI
CRL.M.C. 6384/2024
SHOBHIT SIHARMA & ANR.

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THE STATE NCT OF DELHI AND ANR.

Through: Ms. Kiran Bairwa,
SI Khushbu Jha, P
Mr. Sandeep Khann

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA
OR

% 20.08.2024

1. Exemption allowed, subject to all just exceptions.

2. Application stands disposed of.

3. The Present petition has been filed under section 482 Cr.P.C for quashing of FIR No. 333/2020 dated 12.11.2020 registered under Section 498A/406/34 IPC at PS Anand Vihar and all the other proceedings emanating therefrom.

4. Learned Counsel for the petitioner submits that Respondent This is a digitally signed order.

The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above. The Order is downloaded from the DHC Server on 24/08/2024 at 05:21:24 no.2/complainant married petitioner no.1 on 27.11.2015 in accordance with the Hindu Rites and Ceremonies and no child was born out of the said wedlock. However, on account of temperamental differences and mental incompatibility, the parties started living separately and instituted multiple

litigations against each other and their respective families including the present FIR.

5. 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 /Memorandum of Understanding dated 17.10.2022

6. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 09.07.2024 as per law.

7. 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. 333/2020 dated 12.11.2020 registered under Section 498A/406/34 IPC at PS Anand Vihar and all the other proceedings emanating therefrom.

8. I have gone through the settlement agreement /Memorandum of Understanding dated 17.10.2022 which has been placed on record. The settlement agreement /Memorandum of Understanding provides for the following terms and conditions:

"1. It is agreed that the jewellery of First Party as well as the jewellery which was given to Second Party from the side of the First Party and is now lying with the Second Party shall be returned to the First Party by the Second Party. In this regard a list of jewellery articles is enclosed herewith This is a digitally signed order.

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2. It is also agreed that the jewellery of the First Party and the Second Party which is lying in the joint locker number A-62, Union Bank of India, Model Town Branch, Ghaziabad, U.P. and the list of the same was prepared on 18.02.2021 in case FIR No. 333/2020 of P.S. Anand Vihar, Delhi shall be distribute between the both parties according to the annexed list with this MOU. For this purpose appropriate application shall be filed by the both parties before the Hon'ble Court of Ms. Isra Zaidi, MM, Shahdara, Kkd. Courts, Delhi in case MC/43/2021 for seeking permission to open the locker. That the jewellery articles of Second Party which are lying in the possession of the First Party shall be returned by the First Party to the Second Party. The first party will surrender all the rights of above said locker in favour of mother of the second party i.e Preeti Sharma.

3. That both the parties have a Company in the name of M/s Nash Healthcare under the brand name of NADZ Saloon. It is agreed between both the parties that the Company viz. M/s Nash Healthcare shall be dissolved and all the rights of the brand name i.e NADZ Saloon shall be the exclusive property of the First Party and all the

rights to open number of chains in the name of NADZ Saloon shall remain with the First Party. Second Party undertakes not to claim the rights of brand name NADZ Saloon in future whatsoever in any manner.

4. That it is agreed between both the parties that First Party will not claim any right in the property presently owned by the Second Party and his family members, or to be acquired in future, on her behalf. Similarly, Second Party has also agreed that he will not claim any right in the property presently owned by the First Party and her family members, or to be acquired in future, on his behalf.

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5. It is agreed that the Second Party shall withdraw the Divorce Petition pending before the Court of Smt. Anita Raj, Principal Judge, Family Courts, Ghaziabad and the First Party shall withdraw the Petition of Domestic Violence which is now pending in the Court of Ms. Shruti Chaudhary, MM, Karkardooma Courts, Delhi.

6. It is agreed that the First Party and the Second party shall file Divorce Petition by mutual consent before the Family Courts, Delhi and will appear before the concerned court and make statements, as may be recorded in respect of first motion of mutual consent divorce. It is made clear that the filing of the mutual consent divorce petition shall be the sole responsibility of the Second Party.

7. It is agreed that since they have been living separately w.e.f. 26.04.2019 and there is no scope of any reconciliation in terms of living together, they would move a joint application for waiver of statutory period of six months along with Petition for second motion.

8. It is agreed that they both will appear and record their statements in respect of second motion on the date fixed by the Hon'ble concerned Court.

9. It is agreed that the Second Party along with his mother Ms. Priti Sharma and First Party shall file a Petition for quashing of FIR No. 333/2020 under section 498/40/323/34 IPC PS Anand Vihar, Delhi in which the First Party being the complainant shall make a statement and file her affidavit for no objection in terms of the present Memo of Understanding before the Hon'ble High Court of Delhi or shall co-operate with Second Party and his mother in all respect for the quashing of FIR.

10. It is agreed that the First Party along with her mother Ms. Kiran Lal and Second Party shall file a Petition for quashing of FIR No. 1699/2020 under section

506/386/409/420 IPC PS Kavi Nagar, Ghaziabad in which the Second Party being the Complainant shall make a This is a digitally signed order.

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11.It is agreed between the parties that all the procedures and filing of case, application etc. would be do simultaneously after releasing of jewellery articles.

12. It is agreed that on receipt of the payment, jewellery articles and istridhan as stated above and on withdrawal of Divorce Petition at Ghaziabad Courts and Domestic Violence Petition at KKD Courts and on quashing of F.I.R's. against each other as stated hereinabove and on the grant of decree of divorce by mutual consent, both the parties shall be left with no claim, dues, allegations of any kind whatsoever against each other. Both the parties undertake not to file any other or further case against each other in future and if any other case is already pending which has been left over to mentioned in the present MOU, the same shall be deemed to be withdrawn by the respective party on whose behest the same has been filed.

13.It is agreed that since both the Parties have resolved and sorted out all disputes amongst them out of their free will and consent and without any pressure from any corner; they shall live separately without having any grudge and complaint against each other. The parties shall live their independent lives without involvement of each other and they shall be treated as strangers to each other in future.

14.It is agreed and reiterated herein that on receipt of the payment, jewellery and istridhan both the parties shall be left with no claims, rights, interest etc. against each other in respect of any assets, movable or immovable owned or possessed by them or to be owned or possessed by them or their family members at any point of time.

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15.It is agreed that both the parties have undertaken to remain bound by the terms and conditions of the settlement."

9. 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.

10. 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 as per Hindu Rites, she has no objection if FIR No. 333/2020 dated 12.11.2020 registered under Section 498A/406/34 IPC at PS Anand Vihar and all the other proceedings emanating therefrom are quashed.

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.

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12. In view of the above, FIR No. 333/2020 dated 12.11.2020 registered under Section 498A/406/34 IPC at PS Anand Vihar and all the other proceedings emanating therefrom are quashed.

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

DINESH KUMAR SHARMA, J AUGUST 20, 2024/AR/NA..

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