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

+ CRL.M.C. 46/2023, CRL.M.A. 167/2023

GAURAV AGGARWAL & ORS. Petitioners

versus

STATE (NCT OF DELHI) & ANR. Respondents

+ CRL.M.C. 78/2023, CRL.M.A. 289/2023

GAURAV AGGARWAL Petitioner

versus

STATE (NCT OF DELHI) & ANR. Respondents

Present: Mr.Surya Kant Vyas, Advocate with petitioners in person.
Mr.Digam Singh Dagar, APP for the State.
SI Prabhakaran, PS Dabri in item 37.
SI Kapil Singh, PS Timarpur, Delhi in item 38.
Mr.Aman Preet Singh, Advocate for R-2 with R-2 in person.

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Date of Decision: 02.05.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.C. 46/2023 & CRL.M.C. 78/2023

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1. The present petitions have been filed under section 482 CRPC for quashing FIR no.1073/14 dated 04.12.2014 registered under Sections 498A/406/34 IPC at P.S. Dabri (South-West) and FIR No. 22/2014 dated 16.01.2014 registered under sections 377/323/506 IPC at P.S. Timarpur (North Delhi).
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 25.11.2013 in accordance with the Hindu Rites and Ceremonies. However, on account of temperamental differences and mental incompatibility, the parties started living separately since 14.12.2013 and instituted multiple litigations against each other and their respective families including the present FIR. There was no child born out of the marriage. He submits that the chargesheet, in this case, has already been filed and the matter is pending before the Learned MM, Dwarka Courts, New Delhi for FIR No. 1073/14 and before the Learned MM Tis Hazari Court for FIR No.22/2014.
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 13.05.2019 before the Mediation Centre, Tis hazari.
4. As per the settlement it had been agreed between the parties that the petitioner shall pay Rs. 8,25,000/- in full and final settlement of the entire dispute to respondent no. 2/complainant. An amount of Rupees 6,00,000/- (Rupees Six Lacs) has been already paid. The remaining amount has been paid today by the petitioner by way of a cheque bearing no. 273370 for an amount of Rs. two lakh twenty five thousand (Rs.2,25,000) handed over to

respondent no. 2 in the court. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 01.10.2019 passed by Learned Principal Judge, Family. Court Tis Hazari. Delhi.

5. 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's no.1073/14 dated 04.12.2014 and 22/2014 dated 16.01.2014 registered under Section 498A/406/34 IPC and 377/323/506 IPC respectively at P.S. Dabri (South-West) and Timarpur (North Delhi) respectively and all the proceedings emanating therefrom.
6. 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.
7. It is also very well settled that an offence under Section 377 IPC is an heinous offence and points to the mental depravity of the accused and hence ought not to be quashed by the High Court on the basis of compromise by exercising its jurisdiction under Section 482 CrPC. The courts while deciding the matters relating to serious offences should

consider the relevant factors such as the nature of accusation made against the accused, the manner in which the crime is alleged to have been committed, the gravity of the offence. However, the present case arises out of a matrimonial dispute and the allegation has been made by the wife against the husband. The parties have decided to part ways and move on in their lives without having any acrimony against each other. In view of the facts and circumstances of the case, this Court is inclined to exercise its powers under Section 482 CrPC even for an offence under Section 377 IPC on the ground that the dispute is private in nature.

8. The reliance has been placed on orders of the Court in CRL.M.C.830/2019 titled as *Dinesh Kumar Ors. v. State & Anr.*, CRL.M.C.1613/2019 titled as *Anmol Katyal & Ors. v. State (NCT of Delhi) & Anr.*, CRL.M.C. 5216/2018 titled as *Gajender Singh Ors. v. State (NCT of Delhi) & Ors.* and CRL.M.C. 4117/2018 titled as *Joginder Singh Bote & Ors. v. NCT of Delhi & Anr.* In all these cases wife has levelled allegation of the husband committing an offence under Section 377 IPC. This Court has exercised its jurisdiction under Section 482 CrPC and has quashed the FIRs on the basis of the compromise entered into between the husband and wife.
9. 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 01.10.2019, she has no objection if FIR's no.1073/14 dated 04.12.2014 and 22/2014 dated 16.01.2014 registered under Section 498A/406/34 IPC and 377/323/506 IPC respectively at P.S.

Dabri (South-West) and Timarpur (North Delhi) respectively and all the proceedings emanating therefrom.

10.I have gone through the settlement which has been placed on record. The settlement agreement provides for the following terms and conditions:

- 1. It is mutually agreed that Sh.Gaurav Aggarwal will pay a total sum of Rs.8,25,000/- in four installment to Smt. Taruna Aggarwal @ Taruna Khera towards her legal entitlements past, present & future maintenance arising out of the marriage, which shall include all claims of permanent alimony, Istridhan, maintenance and all other miscellaneous and legal expenses or any other claims arising out of the said marriage.*
- 2 It is mutually agreed that First Motion will be filed by both the parties on or before 30,05.2019 and shall co-operate with each other.*
- 3. It is mutually agreed that Gaurav Aggarwal will pay a sum of Rs.2,00,000/- by way of demand draft in favour of Taruna Khera which will be handed over at the time of recording First motion.*
- 4. It is mutually agreed that Gaurav Aggarwal will pay a sum of Rs.2,00,000/- by way of demand draft in favour of Taruna Khera at the time of recording of Second Motion.*
- 5. It is manually agreed that Gaurav Aggarwal will pay a sum of Rs.2,00,000/- by way of demand draft in favour of Taruna Khera at the time of withdrawal of petition of Domestic Violence Act on or before 13.08,2019, It is further agreed that Taruna Aggarwal will also withdraw her Execution petition in respect of maintenance awarded by the court of Ld, MM Ms, Neetu Nagar, THC/Delhi.*
- 6. it is mutually agreed that both the parties will file a petition for quashing of FIR No.1073/2014, u/s 498A/406/34 IPC registered at PS: Dabri on or before 30.11.2019 before Hon'ble High Court of Delhi. Gaurav Aggarwal will pay a sum of Rs.2,25,000/- by way of demand draft In favour of Taruna Khera at the time of quashing before the Hon'ble High Court of Deihl. It Is also mutually agreed that Taruna khhera will co-operate and shall file her affidavit regarding her No Objection for quashing of FIR and its proceedings.*

7. It is mutually agreed between the parties that in case Gaurav Aggarwal fails to honour the terms of settlement, the amount paid by him will be forfeited and similarly if Taruna Aggarwal falls to perform terms of settlement she will be liable to return the amount received along with penalty of Rs,1,00,000/-.

8. It is mutually agreed between the parties that all the complaints filed by either of the parties against each other and their family members should be withdrawn.

9. It is mutually agreed between the parties that after compliance of the terms of present settlement, there shall remain no dispute pending between the parties arising out of the said marriage.

10. It is mutually agreed that both the parties shall co-operate with each other at the time of filing mutual divorce and other proceedings.

11. Parties have entered Into the present settlement/agreement out of their

own freewill, without any fear, coercion or undue Influence from any quarter.

12. That matter has been amicably settled between the parties and now they do not have any grievance against each other.

13. It is mutually agreed that none of the party shall file any proceeding before any court or authority with respect to these Incidents henceforth.

11. It is made clear that this Court is exercising its powers under Section 482 CrPC to quash an offence of Section 377 IPC taking into consideration the peculiar facts of the case, on the ground that the parties have compromised the matter with each other only because it arises out of a matrimonial dispute, the allegation has been levelled by wife against her husband of committing an offence under Section 377 IPC and the parties have decided to move ahead in life.

12. 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.
13. In view of the above, FIR no.1073/14 dated 04.12.2014 registered under Sections 498A/406/34 IPC at P.S. Dabri (South-West) and FIR No. 22/2014 dated 16.01.2014 registered under sections 377/323/506 IPC at P.S. Timarpur (North Delhi) and all the other proceedings emanating therefrom are quashed.
14. The present petitions along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

MAY 02, 2023

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