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

+ **CRL.M.C. 309/2023**

BRIJ MOHAN ALIAS ACHIN AND ORS Petitioners

Through: Mr. S. K. Alok and Ms. Deepika
Teotia, Advocates.

versus

STATE NCT OF DELHI AND ANR Respondents

Through: Mr. Hemant Mehla, APP for State
with Mr. Dipanshu Meena, Advocate
with SI Gaj Pal Singh, PS Burari,
Delhi.
Mr. Anil Kumar Singh, Advocate
with Respondent.

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Date of Decision: 25.04.2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. The present petition has been filed for quashing FIR no. 0189/2019 registered under Section 498A/406/34 IPC at P.S. Burari.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 10.02.2018 in accordance with the Hindu Rites and Ceremonies. 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. He submits that the chargesheet, in this

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case, has already been filed and the matter is pending before the Learned MM, Tis Hazari Courts, New Delhi.

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 31.05.2022. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs. 7,00,000 in full and final settlement of the entire dispute to respondent no. 2/complainant. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 23.11.2022 passed by Learned Court of Hon'ble Principal Judge, Family Courts, Dwarka, New Delhi.

4. 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. 0189/2019 registered under Section 498A/406/34 IPC at P.S. Burari and all the proceedings emanating therefrom.

5. 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.

6. 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 23.11.2022 she has no objection if FIR no. 0189/2019 registered under Section 498A/406/34 at P.S. Burari and all the proceedings emanating therefrom.

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

- “1. That it has been mutually agreed between both the parties that they shall approach the Court of law of competent jurisdiction at Delhi for dissolution of their marriage by way of filing joint petitions U/S 13-B(1) e. 13-B(2) of H.M.A, along with required applications etc. and both the parties shall fully cooperate with them in filing both the petitions by providing necessary information, documents as well by signing on the required documents and by appearing before the Court of law on the dates fixed.*
- 2. That it has been agreed between the parties that the first party shall pay a total sum of Rs. 7,00,000/- (Rs. Seven Lacs only) to the second party as full and final settlement amount towards her one time permanent alimony / maintenance present and future and all the streedhan etc.*
- 3. That the said amount shall be paid by way of bank drafts in three installments. The First installment of Rs.2,50,000/- (Rs. Two Lacs Fifty thousand only) shall be paid at the time of recording of statements during the first motion petition. And the Second installment of Rs.2,50,000/- (Rs. Two Lacs Fifty thousand only) shall be paid at the time of recording of*

statements during the second motion petition. The last and final installment of Rs.2,00,000/- (Rs. Two Lacs only) shall be paid before the Hon'ble Delhi High Court at the time of quashing of the above mentioned FIR.

4. That the second party shall not have any right, title or claim in the properties, whether movable or immovable, of the first party after receiving the said full and final settlement amount.

5. That the second party shall not have any right to claim any money / maintenance / alimony from the first party in future after receiving the said full and final settlement amount of Rs.7,00,000/- (Rs. Seven Lacs only).

6. That both the parties to this MOU undertake that they would withdraw their respective cases within one week from the date of payment of the last installment of Rs.2,00,000/- (Rs. Two lacs only) as mentioned above.

7. That it has further been mutually agreed that in future neither the first party nor the second party or their family members shall filed any kind of complaint or case against each other before any authority or Court of Law pertaining to the present marriage.

8. It is also agreed between the parties that the First party will file the quashing Petition before Hon,ble High Court of Delhi to get the FIR bearing no.-189/2019, P.S. Burari quashed based on the mutual settlement. Moreover, the litigation fee and other miscellaneous expenditure shall be borne by the First party.

9. That both the parties undertake that the first motion petition shall be filed within fifteen days from the date of signing of this MOU and the second motion petition shall be filed within one week of allowing of the first motion petition along with the application for waiver of six months statutory period. Both the parties undertake that they shall cooperate each other in obtaining the Divorce by mutual consent and appear before the Hon'ble family court on each and every date of hearing of divorce petition filed by both the parties.

10. That it has further been agreed between both the parties that after the dissolution of the marriage, both the parties shall not discuss their married life publically in any manner what-soever.

11. That both the parties to the present MOU undertake that they shall not interfere in to the lives / affairs of the other party after signing this compromise deed and would allow the other party to lead a peaceful life of his / her own choice.

12 That the stipulations of this amicable settlement have been read over to both the parties in vernacular and the present settlement between the parties is without any kind of pressure, coercion or threat from any quarter what-so-ever.”

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.

In view of the above, FIR no. 0189/2019 registered under Section 498A/406/34 IPC at P.S. Burari all the other proceedings emanating therefrom are quashed.

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

DINESH KUMAR SHARMA, J

APRIL 25, 2023/AR

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