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

+ **CRL.M.C. 573/2023**

PRIYANK @ SHANKY & ORS.

..... Petitioners

Through: Mr.Narendra Hudda, Advocate along
with petitioners in person.

versus

STATE THROUGH GOVT. OF NCT OF DELHI & ANR.

..... Respondents

Through: Mr.Raghvinder Verma, APP for the
State.

SI Vikram Pal, PS Paharganj

Mr.Deepak Kandpal, Advocate for
R-2 with respondent no.2 in person

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Date of Decision: 10.05.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. Present petition has been filed seeking quashing of FIR No.0306/2020 dated 16.11.2020 registered under Section 498A/406/34 IPC at PS Pahar Ganj.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 19.11.2018 in accordance with the Hindu Rites and Ceremonies. However, on account of

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temperamental differences and mental incompatibility, the parties started living separately since 29.10.2019 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 17.12.2021 before counselling cell, Tis Hazari Courts. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs. 8,50,000/- in full and final settlement of the entire dispute to respondent no. 2/complainant.
4. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 17.10.2022 passed by Learned Judge, Family Court, Tis Hazari Courts, 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 No.0306/2020 dated 16.11.2020 registered under Section 498A/406/34 IPC at PS Pahar Ganj 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. 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. It is pertinent to note that a Demand draft No.319239 dated 04.05.2023 of Rs.2.50 lakhs in the name of Vineeta Chauhan has been handed over to respondent no.2 today in court and she has informed the court that the remaining sum has been received by her in terms of the settlement. She also 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 17.10.2022, she has no objection if FIR No.0306/2020 dated 16.11.2020 registered under Section 498A/406/34 IPC at PS Pahar Ganj all the proceedings emanating therefrom.
9. I have gone through the settlement which has been placed on record. The settlement agreement provides for the following terms and conditions:
 1. *That the petitioner and respondent have agreed to dissolve their marriage by mutual consent in accordance with law provides U/s 13 (B) of the Hindu Marriage Act.*
 2. *It is agreed between the parties that husband shall pay to the wife a sum of Rs 8,50,000(Eight lac fifty thousand only) as full and final settlement (against istridhan and dowry, maintenance towards*

past, Present and future qua this marriage in 3 installments by way of DD/Pay Order.

3. *It is further agreed between the parties that the husband will pay Rs3,00,000 (Three Lac Only) to the wife at the time of recording of the statement of first motion by the way of DD/Pay order.*

4. *It is further agreed between the parties that the husband will pay Rs3,00,000 (Three Lac Only) to the wife at the time of recording of the statement of second motion by way of DD/Pay Order.*

5. *It is agreed between the parties that the first motion petition shall be filed on or before 20.01.2022 and second motion petition shall be filed soon after the completion of the period of the statutory period of the order U/s 13 B (1) of HMA.*

6. *It is further agreed between the parties that the Husband shall pay Rs wife 2,50,000 (two lacs fifty thousand only) at the time of recording of statement in quashing of FIR No 306/20 under Section 498a,406,34 IPC PS Pahar Ganj in Hon'ble High Court of Delhi within one month after second motion and wife shall Cooperate and sign all the necessary affidavit and do the needful in quashing of the said FIR.*

8. *It is further agreed between the parties that the petitioner/respondent will withdraw the case which is pending in the Court of Sh.Bhupesh Kumar, Ld. Judge, Family Court cent. Dish, THC at the time, next date of hearing or before.*

9. *It is agreed between the parties that they have understood the terms and conditions of the settlement.*

10. *It is further agreed between the parties that they shall remain bound with the aforesaid terms and conditions and mentioned in the settlement.*

11. *All the matters relating to this marriage either civil or criminal are settled and neither the parties nor their relatives shall make any claim against each other in future and will not file any case/complainant against each other and any time future in all court of law/Police Station etc.*

12. *It is agreed between the parties that if either of the parties commits breach or defaults of this mutually agreement settlement after the first motion, if wife back out of the amount taken at the time of first motion shall be return to Husband with 02% pm interest and if*

Husband backs out the amount given at the time of first motion shall stands forfeited by the wife.

10. 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. Accordingly, FIR No.0306/2020 dated 16.11.2020 registered under Section 498A/406/34 IPC at PS Pahar Ganj and all the proceedings emanating therefrom are quashed.
11. Petition stands disposed of.

DINESH KUMAR SHARMA, J

MAY 10, 2023

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