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

+ **CRL.M.C. 713/2023**

SANDEEP SINGH RAJPUT & ORS. Petitioners

Through: **Mr. Sumit Kumar, Advocate.**

versus

STATE (NCT OF DELHI) & ANR. Respondents

Through: **Mr. Digam Singh Dagar, APP for
State and ASI Subhash Chand and
ASI Laxmi Naraian, PS Jaitpur.**

**Mr. Yogesh Kumar Sharma,
Advocate with R-2.**

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Date of Decision: 23.05.2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 2746/2023

Exemption allowed subject to just exceptions.

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1. The present petition has been filed for quashing FIR no. 524/2021 registered under Section 498A/406/34 IPC at PS Jait Pur, South-East.

2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 07.06.2020 in accordance with the Hindu Rites and Ceremonies. No child was born out of the wedlock.

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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.

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 17.01.2022 before the Counselling Cell, Family Court, Saket, New Delhi.

4. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs.5,00,000/- in full and final settlement of the entire dispute to respondent no. 2/complainant. A remaining Payment of Rs. 1,50,000/- has been made in cash in the court today.

5. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 18.07.2022 passed by Learned Principal Judge, Family Court, South East, Saket.

6. 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. 524/2021 registered under Section 498A/406/34 IPC at PS Jait Pur, South-East and all the proceedings emanating therefrom.

7. 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.

8. 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 18.07.2022, she has no objection if FIR no. FIR no. 524/2021 registered under Section 498A/406/34 IPC at PS Jait Pur, South-East and 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 parties to the petition have agreed to dissolve the marriage by way of mutual consent in accordance with law as provided under section 13-B of the Hindu Marriage Act. 1955 within the jurisdiction of Delhi Court.



2. *It is agreed between the parties that husband shall pay to the wife a sum of Rs.5,00,000/- as full and final settlement towards Istridhan and dowry, maintenance towards past, present and future qua this marriage in three installments by way of demand draft or cheque on the following manner*

3. *It is further agreed between the parties that the husband will pay Rs.1,00,000/- to the wife at the time of recording the statement of first motion through demand draft I cheque and the first motion will be filed on or before 15.03.2022. It is further agreed that the both the parties shall exchange articles and other ornaments gold and silver to each other as per the list of articles before the Hon'ble Court at the time of giving the statement in first motion petition.*

4. *It is further agreed between parties that after allowing the first motion petition or before filing of the second motion, the wife shall withdraw the domestic violence petition filed by her against the husband and his family members and the said complaint no. 1311/21 title as Priya Singh Shanlu Singh Vs Sandeep Singh Rajput is pending on 31.03.2022 before the court of Ms Archana Beniwal LD MM, South East, Saket court, New Delhi after I receiving the above said amount of Rs.1,00,000/- through demand draft / cheque.*

7. *That it further agreed between both the parties that the wife has got registered an FIR No.524/21, Under Section 498- A/406/34 IPC, PS Jaitpur, Delhi against the husband and his family members, the husband shall file petition before the Hon'ble Delhi High court for quashing the above said FIR and the husband will pay Rs.1,00,000/- to the wife at the time of recording the statement in the quashing petition before the Hon'ble*



Delhi High court through demand draft I cheque. It is agreed between both the parties that the wife shall sign and swear the necessary petition and affidavit and shall cooperate the husband in quashing the above said FIR and undertake to appear before the Hon'ble Delhi High court for her statement to this effect.

8. That out of the said wedlock no child was born.

9. That it is further agreed between the parties that they have understood the terms and conditions of the settlement in vernacular.

10. That it is further agreed that the parties that they shall remain bound with the terms and conditions as mentioned in the settlement.

11. That all the matter related to the marriage either civil or criminal and hereby settled and neither the parties nor their relatives shall make any claim against each other in future and will not filed any case I complaint against each other and any time of future in ay court of law 1 police station.

12. That the above mentioned settlement is with respect of all claims of the wife, past, present and future istridhan, maintenance, pending amount of maintenance, articles, properties etc. and neither she nor her relative shall claim anything from the husband of his family members in future for herself or her behalf of child / children.

13. That if further agreed between both the parties that if either of the parties commits breach of trust or default this mutually agreed settlement after the first motion if wife back out, the amount of Rs.2,00,000/- taken at the time of first motion shall be refunded by the wife to the husband.



14. That if further agreed between both the parties that on each and every terms and conditions as recorded in the settlement agreement after carefully reading over the fully understanding and appreciating the contents, also the consequences of the breach thereof scope and effect thereof, and including payment of the fine penalty as mentioned above.

15. That the terms and conditions mentioned in settlement have been understood vernacular. The above said settlement is arrived at between the parties out of their free will, violation and consent and without there being any undue pressure, coercion influence, misrepresentation or mistake (both law and fact) in any form whatsoever and the parties agreed that the settlement /agreement has been correctly recorded as per the agreed terms and conditions.”

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.

11. In view of the above, FIR no. 524/2021 registered under Section 498A/406/34 IPC at PS Jait Pur, South-East and all the other proceedings emanating therefrom are quashed.

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



MAY 23, 2023/AR

DINESH KUMAR SHARMA, J

