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

+ **CRL.M.C. 752/2023**

KAPIL ALIAS LEKHRAJ & ORS.

..... Petitioners

Through: Mr. Tarun Aggarwal, Advocate.

versus

THE STATE GOVT. OF NCT OF DELHI & ANR. Respondents

Through: Mr. Digam Singh Dagar, APP for the
State with SI Pooja Yadav, PS
Jagatpuri.

Mr. Manish Srivastava with
Ms. Shivani, Advocates for
respondent No.2.

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Date of Decision: 03rd February, 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 for quashing of fir no. 0090/2014 under section 34,406,498-A IPC 1860 registered at PS Jagatpuri.

2. Briefly stated facts of the case are that petitioner No.1 and respondent No.2 got married on 10.07.2008 and remained together till 24.03.2009. No child was born out of this wedlock. Some temperamental differences arose, and an FIR was lodged at the statement of Respondent No.2/complainant. Thereafter, a Mutual divorce petition was filed and the decree of divorce was granted vide order dated 08.03.2022 by Learned Principal Judge,

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Family Court, Shahdara, Karkardooma Courts, Delhi. During the divorce proceedings, Respondent No.2 along with the petitioners have reached into a settlement agreement dated 29.11.2019.

3. The terms of the settlement are as follows :

“1. That the petitioner and respondent shall take divorce by way of mutual consent within the jurisdiction of Delhi Court.

2. It is agreed between the parties that husband shall pay to the wife a sum of Rs. 3,15,000/- as full and final settlement (against stridhan, and dowry, maintenance towards past, present and future qua this marriage and nothing remain due qua this marriage in 3 instalments.

3. It is further agreed between the parties that the husband will pay Rs.1,15,000/- to the wife at the time of recording of the statement of first motion.

4. It is further agreed between the parties that the husband will pay Rs.1,00,000/- to the wife at the time of recording of statement of second motion.

5. It is agreed between the parties that the first motion petition shall be filed on or before 06/12/2019 and second motion shall be filed as per law. All litigation expenses beared by petitioner (Ist motion, IInd motion and quashing of FIR)

6. It is further agreed between the parties that the respondent shall pay Rs.1,00,000/- to the petitioner at the time of quashing of FIR No. 90/14 u/s 406/498-A IPC PS Jagatpuri in the Hon'ble High Court of Delhi within 30 days after Second Motion and Petitioner shall cooperate and sign all the necessary affidavit & do the needful in quashing of said FIR.

7. --

8. *It is further agreed between the parties that the petitioner/respondent will withdraw the case which is pending in the court of Ms Sarita Birbal, Judge, Family Court, KKD.*

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

10. *It is further agreed between the parties that they shall remain bound with the aforesaid terms and conditions as 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/complaint against each other at any time of future in any Court of law/Police Station etc. All case withdraw before IInd Motion.”*

9. An Amount of Rs.1,00,000/- has been received by way of a Demand Draft bearing No.866813 dated 19.11.2022 drawn on Indian Overseas Bank. Respondent No.2 has stated that she has no objection if FIR No. 0090/2014 under sections 34,406,498-A IPC 1860 and all other proceedings emanating therefrom are quashed. She has stated that she is making the statement voluntarily against all claims (past, present and future) without any fear, undue influence or coercion.

10. IO has duly identified the petitioners as well as respondent No.2.

11. The High Court is the highest court of the State and is conferred with the power of control and superintendence over all courts subordinate to it. Besides Articles 226 and 227, Section 482 Cr.P.C. also acknowledges the inherent power of the high court to secure the ends of justice. In cases where the offences are not compoundable in nature, the parties on account

of an amicable settlement invoke the inherent power under Section 482 Cr.P.C. for quashing the proceedings on the plea that continuance thereof would merely be an abuse of process of law.

12. Placing reliance on the case of *Yashpal Chaudhrani and Others vs. State(Govt. of NCT Delhi) and Another*, 2019 SCC Online Del 8179, it can be stated that it is the duty of the courts to encourage genuine settlements of matrimonial disputes, particularly when the same are on considerable increase. Even if the offences are non-compoundable, if they relate to matrimonial disputes and the Court is satisfied that the parties have settled the same amicably and without any pressure, we hold that for the purpose of securing ends of justice, Section 320 of the Code would not be a bar to the exercise of power of quashing of FIR, complaint or the subsequent criminal proceedings.

13. I consider that there would be no purpose of continuing with the trial as the parties have reached on a settlement and have decided to give quietus to the proceedings. It was a matrimonial dispute which has been amicably settled.

14. In view of the above, the case FIR No.0090/2014 under sections 34,406,498-A IPC 1860 registered at PS Jagatpuri, and all the other proceedings emanating therefrom are quashed.

15. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

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