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

+ **W.P.(CRL) 320/2023**

**PRAVEEN KUMAR & ORS.**

..... Petitioners

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

versus

**THE STATE NCT OF DELHI & ANR.**

..... Respondents

Through: **Mr. Amol Sinha, ASC(Crl.) for the State with Mr.Ashvini Kumar, Mr. Kshitiz Garg and Ms. Chavi Lazarus, Advocates with SI Neelam Chaudhary, PS Timarpur.**

**Mr. Shankar, Advocate for respondent No.2.**

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***Date of Decision: 06<sup>th</sup> February, 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. 2986/2023 (exemption)**

Exemption allowed subject to all just exceptions.

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1. The present petition has been filed for quashing of FIR No.0541/2016 registered under Sections 406/498-A/34 IPC at P.S. Timarpur and all other proceedings emanating therefrom.

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2. Facts, in brief, are that the marriage between the Petitioner and Respondent no. 2 was solemnized on 26.04.2004. A child namely Radhika was born out of this wedlock. Thereafter some temperamental differences cropped up between the parties and the parties have been living separately since 01.04.2016. The FIR No.0541/2016 was lodged on the basis of complaint by Respondent No. 2.

3. Learned Counsel for the petitioner submits that pursuant to the intervention of family members, relatives and well-wishers, the matrimonial disputes and differences between both parties were sorted out. Attention has been drawn to the compromise-cum-settlement deed dated 05.01.2023 executed between the parties. It is further submitted that in view of the settlement arrived at between the parties, the above-mentioned FIR is liable to be quashed.

4. Along with the petition, the compromise-cum-settlement deed dated 05.01.2023 has also been filed. The terms and conditions of the settlement are as follows:-

- “1. Both parties decided to reside together at KosliMor, Jhajjar, Near HP Gas office, Haryana- 124103, and to lead a happy married life. It is jointly agreed between the parties that any of the party will not dispossesses the other party from the said premises.*
- 2. Both parties decided to withdraw all cases/complaints/allegations whichever is filed against each other.*
- 3. It is agreed between the parties that they will jointly take care of their child. It is agreed that the second party will bear all the household expenses, study expenses and*

*marriage expenses of child and keep the child and her mother happy.*

4. *That it is further agreed between the parties to the present compromise deed that they shall file a joint quashing petition for FIR bearing no.541/2016 U/s498A/406/34 IPC before the Hon'ble High Court of Delhi.*
  5. *That after execution of the compromise deed, in case, in any circumstances and at any stage either party withdraws from the terms and conditions of the compromise deed then the other party shall have a legal right to take appropriate legal action against the party at default and to revive the cases from the stage where they are closed.*
  6. *That if both the parties has filed any complaint which is not in the knowledge of either of the parties in any court of law, police station , CAW Cell or another authority either in Delhi or any part of India, then it shall be deemed to be considered as compromised and withdrawn and shall not have any/legal effect.*
  7. *That both the parties undertakes that they will not withdraw from any terms and conditions mentioned in this compromise deed in case of any violation from either of the parties, they shall have liberty to take legal action according to law in the court.*
  8. *That both the parties shall be bound by the terms and conditions of the said compromise deed and shall comply with the same and shall not challenge the same in any court or authority and shall co-operate with each other for due completion of the terms of the present deed."*
5. Today, parties are present in the Court and have been duly identified by the Investigating Officer. Respondent No.2/wife states that she has amicably settled the matter with the petitioner No.1/husband, and she has

been residing with the petitioner No.1/husband Praveen Kumar for the last 4 months and now no dispute is pending between them. Respondent No.2/wife has also stated that she has settled all her matrimonial disputes with the petitioners out of her own free will, without pressure, coercion or undue influence and does not want to pursue the present case any further and thus requests that the present FIR and all the other proceedings emanating therefrom may be quashed.

6. It is pertinent to mention that the apex court and this court have repeatedly encouraged genuine settlement of marital disputes. Reliance may be placed on *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. Since the parties have resolved their disputes and have agreed to live together, there would be no purpose in continuing with the present petition. In view of the above facts and circumstances, FIR No.0541/2016 registered under Sections 406/498-A/34 IPCat P.S. Timarpur and all other proceedings emanating therefrom are quashed.

8. The present petition stands disposed of.

**DINESH KUMAR SHARMA, J**

**FEBRUARY 06, 2023**  
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