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

+ **CRL.M.C. 933/2023**

ASHISH PARASAR & ORS. Petitioners

Through: **Ms.Nikita Parmar, Adv.**
(through V.C.)

versus

THE STATE OF NCT OF DELHI & ANR. Respondents

Through: **Mr.Satinder Singh Bawa, APP for the**
State.
WSI Damini PS Vikas Puri
Respondent no.2 (through V.C.)

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Date of decision: 10.02.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 3582/2023 (exemption)

Exemption is allowed subject to all just exceptions.

The application stands disposed of.

CRL.M.C. 933/2023

1.The present petition has been filed for quashing FIR no. 0433/2021 registered under Section 498A/406/34 IPC at PS Vikaspuri.

2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 17.04.2019. 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 deed dated 05.09.2022. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 13.01.2023 passed by Learned Judge, Family Court-01, Dwarka, New Delhi. 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. 0433/2021 registered under Section 498A/406/34 IPC at PS Vikaspuri.
4. 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.

5. Respondent no. 2 is appearing through VC and submits that she has entered the settlement voluntarily without any fear, force or coercion. She submits she has received the entire amount in terms of the settlement and that other petitions have already been withdrawn or dismissed. She submits that since the marriage between the parties has also been dissolved by a decree of divorce by mutual consent order/judgment dated 13.01.2023, she has no objection if FIR no. 0433/2021 registered under Section 498A/406/34 IPC at PS Vikaspuri and all the proceedings emanating therefrom are quashed.
6. 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 First Party shall pay Rs. 14 lac, as expenses made by the Second Party on their wedding, in her bank account bearing account number 54752020001620, Janakpuri B Block branch, Delhi, IFSC Code CNRB0019192.*
- 2. That the First Party has returned all the gold/diamond jewellery including one gold necklace and earring set, one pair of gold bangles, two gold chains, one pair of gold earrings, four gold finger rings, one gold nose ring, to the second party at the time of signing of this Settlement Deed.*
- 3. The First Party shall also return one diary, one mobile phone to the Second Party at the time of moving first motion for mutual divorce.*
- 4. That the Parties shall file Joint Petition under section 13B(2) of the Hindu Marriage Act after signing of this deed.*
- 5. That the First Party shall withdraw proceedings under Section 13 (2) HMA pending before the court of Bipin Rai, South West District, Dwarka Court, Delhi.*

6. That the Second Party shall withdraw all her allegations or criminal cases filed by her against the First Party and his relatives/family members.

7. That the Second Party shall cooperate in legal proceedings for quashing of FIR no. 433/2021 registered at Vikas Puri Police Station, filed by her against the First Party and his relatives/family members.

8 That the Second Party shall not left with any claim against the First Party in respect of past or future maintenance and Stridhan except as provided in the present settlement deed dt. 05.09.2022.

9. That the First Party shall give Rupees Five Lacs Only to the Second Party at the time of First Motion. Further an amount of Rs. 5 lacs at the time of signing Second Motion and Rupees Four Lacs Only to at the time of quashing of FIR against him.,

10. That the entire proceedings of mutual divorce and quashing of FIR shall be completed within three months from the date of singing of this deed, subject to approval of the court.

7. 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.

8. In view of the above, FIR no. 0433/2021 registered under Section 498a/406/34 IPC at PS Vikaspuri and all the proceedings emanating therefrom are quashed.

9. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

FEBRUARY 10, 2023/rb