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

+ **CRL.M.C. 902/2022**

SH. KARAN DHINGRA & ANR. Petitioners

Through: Mr.Rajan Bajaj, Mr.Arjun Wadhwa and
Ms.Akansha Rajput, advocates with
petitioners in person (through VC)

versus

STATE (N.C.T OF DELHI) & ANR. Respondents

Through: Mr.Digam Singh Dagar, APP for the State.
Insp.Lokendra, SI Ram Kishan, PS Neb
Sarai
Ms.Priyanka Singh, adv. for R-2 with R-2 in
person (through VC)

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Date of Decision: 01.08.2023

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.0807 dated 05.11.2016 registered under Section 498A/406/34 IPC at PS Neb Sarai and all the proceedings arising therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 06.09.2014 in accordance

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with the Hindu Rites and Ceremonies. No child was born out of wedlock. 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 MOU settlement agreement dated 14.01.2021. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 26.08.2021 passed by LearnedPJ, FamilyCourt, South, Saket, New Delhi.
4. 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.0807 dated 05.11.2016 registered under Section 498A/406/34 IPC at PS Neb Sarai and all the proceedings emanating therefrom.
5. 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 MOU have exchanged their jewellery Stridhan, Articles valuables, chattel and other belongings with each other and have been left with no claim of whatsoever nature against each other.*



2. *That it has been mutually agreed between the parties to the Memorandum of Understanding I Settlement Deed that with signing of this MOU all the alimony and maintenance claims of the Party i.e past, present and future or of any nature whatsoever shall stand settled.*
3. *That the party of the First party undertakes to give up all her claims towards articles belonging to her including alimony and Stridhan, marriage expenses, maintenance (present, past and future), pendent-lite expenses and permanent alimony towards Second party with the signing of the present Memorandum of Understanding/Settlement Deed.*
4. *That the First Party agrees and undertakes to move appropriate application(s) before the concerned court to initiate the process of withdrawal of the cases/complaints cases i.e titled as "Devina Rastogi vs. Karan Dhingra and Ors", CT Cases No. 468649/2016, Under Section 12 of PWDV act pending before the court of Ms Mayuri Singh, LD. MM, Saket Courts New Delhi and Case titled as "Devina Rastogi vs. Karan Dhingra and Ors", HMA No. 16/768 under section 23 (l)(ia) of Hindu Marriage Act pending before the court of Sh. Praveen Kumar, LD. Principal Judge. Family Courts. Saket Court. New Delhi filed by her pending against the Second Party after signing of this Memorandum of Understanding/ Settlement Deed.*
5. *It is further agreed that in pursuance to this settlement both the parties will file the first motion divorce petition on mutual consent (under section 13(B) (l) of Hindu Marriage Act, 1955 before the appropriate court within 10 days of signing the Memorandum of Understanding: Settlement red from the date of this settlement.*
6. *That both the parties have further agreed to jointly file in application before the Ld. Principle Judge, Family Court for the statutory period of six months to file the second motion immediately upon the expiry of period of 7 days of passing of the order allowing*



the first motion petition Further in case the said application is allowed both the parties to this Memorandum Of Understanding/Settlement Deed undertake to file the second motion within 10 days from the date of allowing of the waiver application.

7. *That both the First Party and the Second Party undertake to duly sign the First and Second Motion for Decree of Divorce by way of Mutual Consent as mandatory U/S 13-B of the Hindi Marriage Act, 1955 and they shall be identified by their respective counsels.*

8. *That both the First Party and the SECOND PARTY undertake to appear on each and every date of hearing to make the required statements before the Hon'ble Court for dissolution of marriage by way of Mutual Consent.*

9. *It is further agreed between the parties that SECOND PARTY shall file quashing petition before Hon'ble High Court of Delhi after the Second Motion is allowed and further FIRST PARTY will give her consent I No objection in getting the said FIR bearing No.807/2016, pending against the SECOND PARTY and his relatives at P.S NEB SARAI, New Delhi quashed.*

10. *It is further agreed between the parties that due to outbreak of Pandemic Covid-19 the parties have consented to participate initiate execute and act upon all the stipulations and procedures as contained herein in the instant MOU through E-filing, video conferencing and virtual modes duly recognized and allowed by the courts and judicial authorities in New Delhi, India.*

11. *It is further agreed between the parties that both the parties shall operate with each other in preparation of petition for divorce by mutual consent and all the expenses for mutual divorce shall be borne by the second party.*

12. *That with the passing of the Decree for Divorce by way of Mutual Consent, the right of succession of the Parties against each other would also come to an end and neither of the Parties would interfere in the personal life of the Other Party and would not have*



any right, title or interest in the assets and properties; moveable or immoveable (self-owned/ Inherited/ gifted), of the Other Party.

13. It is also agreed by the parties that they will not like any civil/criminal case pertaining to their marriage against each other/family members in any manner in future.

14. It is also agreed between the parties that pursuant to the settlement reached between the parties, all the matter which are pending between the parties before any court shall be deemed to have settled post signing of this settlement.

15. This settlement has been voluntarily arrived at parties with their own free will and without any force, pressure or coercion and both the parties and bound by the terms and conditions mentioned herein above.

16. That both the parties further undertakes to live their life peacefully without interfering in the lives of each other and may choose reside with each other in the future as they deem fit for the betterment of the future.

17. That both the parties undertake complaint/suit/petition civil or criminal against each of incident which has taken place till the execution of this Memorandum Of Understanding/Settlement Deed before any authority or under provision of Hindu Marriage · Act or under the provision of any other law regarding their marriage in near future or for anytime to come.

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. 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 26.08.2021, she has no objection if FIR No.0807 dated 05.11.2016 registered under Section 498A/406/34 IPC at PS Neb Sarai and all the proceedings emanating therefrom are quashed.
8. Respondent no.2 who is appearing through VC submits that she has entered into the settlement voluntarily with her own free will and she has received the entire settled amount.
9. 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.



10. In view of the above, FIR No.0807 dated 05.11.2016 registered under Section 498A/406/34 IPC at PS Neb Sarai and all the other proceedings emanating therefrom are quashed.

11. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

AUGUST 1, 2023

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