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

+ **CRL.M.C. 1213/2022**

YASHPAL @ SANJEEV & ORS. Petitioners/Appellants

Through: **Mr.R.P.S. Bhatti, Adv.**

versus

THE STATE(GOVT OF NCT OF DELHI) & ANR.

..... Respondents

Through: **Mr. Amit Sahni, APP and SI Dinesh Tyagi, PS Mayur Vihar.**
Mr. Shiv Raiwat, Adv. for R-2 through V/c.

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Date of Decision: 10.07.2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. The present petition has been filed seeking quashing of the FIR No. 823/2015 registered at PS Mayur Vihar PH-I under Sections 498A/406/34 of IPC, on the basis of settlement.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 14/02/2013 in accordance with the Hindu Rites and Ceremonies. However, due to matrimonial differences and mental incompatibility, the parties started living separately. Ld. Counsel submits that no child was

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- born out of this wedlock.
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 07.05.2019 before the Counseling Cell at Karkardooma Courts, Delhi. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs. 4,00,000/- (Rupees four lakhs) in full and final settlement of the entire dispute to respondent no. 2/complainant.
 4. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 10/02/2021 passed by Learned Principal Judge, Family Court District East, Karkardooma Courts, Delhi.
 5. 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. 823/2015 registered under Section 498A/406/34 of IPC at PS Mayur Vihar PH-I and all the proceedings emanating therefrom.
 6. 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. And since the marriage between the parties has also been dissolved by a decree of divorce by mutual consent order/judgment dated 10/02/2021, she has no objection if FIR no. 823/2015 registered under Section 498A/406/34 of IPC at PS Mayur Vihar PH-I and



all the proceedings emanating therefrom are quashed.

7. Out of the total amount of Rs 4,00,000/-, the remaining amount of Rs. One Lac is paid via a Demand Draft bearing No. 521398 issued in the name of Laxmi dated 07.07.2023 drawn from Canara Bank.
8. Respondent No.2 further states that she has duly received the motorcycle from the petitioner.
9. Both the parties have entered into a settlement dated 07.05.2019 on the following terms and conditions:

“1. It is agreed between the parties that the parties shall dissolve their marriage through a joint petition for a divorce by Mutual Consent U/s 13-B(1) of HMA & 13-B(2) of HMA, which shall be filed by both the parties with their mutual consent for full and final, present, past and future settlement i.e., Rs. 4,00,000/- (Rupees Four Lacs Only). It is agreed between them that first motion petition shall be filed on or before 31.08.2019.

2. It is agreed that between the parties that the husband will pay a sum of Rs 1,00,000/- to the wife at the time of recording of the statement of first motion by way of DD/Cash and the dowry articles no.1 to I 5 as per admitted list annexed herewith , which shall be filed on or before 31/05/2019 by the wife /petitioner.

3. It is agreed between the parties that the husband will pay a sum of Rs 200000/-to the wife at the time of recording of statement of second motion by way of DD/Cash, which shall be filed on or before 05/08/2019 by the wife /petitioner.

4. It is agreed between the parties that the respondent shall pay Rs 100000/- at the time of FIR bearing no.



829/15 on or before 30th Nov.2019, the petitioner/wife shall cooperate all the legal proceedings.

5. It is mutually agreed between the parties that both the parties shall withdraw all their respective cases /litigations after 1st motion.

6. It is mutually agreed between the parties that after signing of this settlement both the parties undertake to each other not to interfere in each other's personal life in any manner and both the parties shall enjoy peacefully and their independent life.

7. It is further agreed between the parties that the first/petitioner /wife shall not claim in future any alimony , maintenance or any right in moveable and immoveable property from the respondent /husband.

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

9. It is further agreed between the parties if either of the parties commits breach or default of this mutually agreed settlement after the first motion i.e. if wife backs out, the amount of Rs 1,00,000/- taken at the time of first motion shall be returned to husband with 24% p.m. and if husband backs out , the amount given at the time of first motion shall stand forfeited by the wife. ”

10. 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.

11. 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.
12. In view of the above, FIR no. 823/2015 registered under Section 498A/406/34 of IPC at PS Mayur Vihar PH-I and all the other proceedings emanating therefrom are quashed.
13. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

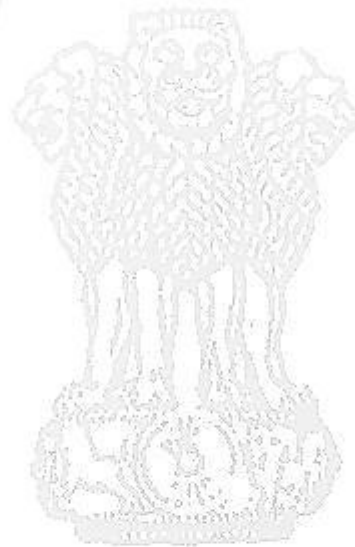
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