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

+ CRL.M.C. 1509/2022

SH RAJKUMAR & ORS.

..... Petitioners

Through: Mr. Kundan Kumar Lal, Adv.

versus

THE STATE & ANR.

..... Respondents

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

Mr. Vikram Saini, Mr. Vijay Kumar
and Mr. Arun Madan, Adv. for R-2.

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Date of Decision: 7th July, 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 for quashing of FIR no. 475/2018, under Sections 498A/506/50934 IPC registered at P.S. Saket, Delhi.
2. Learned Counsel for the petitioner submits that Respondent No. 2 married the petitioner no.3 on 26.08.2017 in accordance with the Hindu Rites and Ceremonies. However, it has been submitted that, on account of temperamental differences and mental incompatibility, the parties started

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living separately and instituted multiple litigations against each other and their respective families including the present FIR. He submits that the chargesheet, in this case, has already been filed and the matter is pending before the Hon'ble Court of Ms. Saloni Singh MM, Saket Courts, Delhi.

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 17.05.2021. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs.13,00,000/- in full and final settlement of the entire dispute to respondent no. 2/complainant.

4. It has been submitted that first motion order has been passed and as per the terms and conditions of the settlement dated 17.05.2023, second motion shall be filed after quashing of the present case FIR No. 475/2018, under Sections 498A/506/50934 IPC registered at P.S. Saket, Delhi.

5. The Learned Counsel for the petitioners, therefore, submits that since the parties have resolved all their differences amicably; it would be in the interest of justice to quash FIR No. 475/2018, under Sections 498A/506/50934 IPC registered at P.S. Saket, Delhi and consequential 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. She submits that a DD bearing no.735816 dated 04.07.2023 drawn on Citi Bank to the respondent No.2.was given to her in court today. She submits that other petitions have already been withdrawn or dismissed. And since the first motion order has been



passed and as per the terms and conditions of the settlement dated 17.05.2023, second motion shall be filed after quashing of the present case; she has no objection if FIR No. 475/2018, under Sections 498A/506/50934 IPC registered at P.S. Saket, Delhi and all the proceedings emanating therefrom are quashed.

7. I have gone through the settlement which has been placed on record. The settlement agreement provides for the following terms and conditions:

- 1. Whereas the marriage between the parties was solemnized on dated 26 August 2017 as per Hindu Rites and customs at Arya Samaj Mandir Khirki Village New Delhi respective certificate and relevant documents are annexed already with respective concern case/court.*
- 2. That after the solemnized of the Marriage both parties stay for a very short period so no issue born after this wedlock.*
- 3. That the First Party and second party ever since the marriage could not pull on together peacefully and smoothly due to temperamental difference they decide that parties will not trying to contact from each other by any means like telephonic, SMS, E-Mail, any media, through any type meetings or al any means/ways. Both the parties will be leave separately and both the parties will not interfere the internal or external life part of each other.*
- 4. That in past, whatever both the parties lived with each other or in past whatever both of them maintained their relation but now from today both the parties, stopped all the relations or transactions between each other. Now from today, both of the parties will be leaving as an unknown persons and no party will be follow each other in any way.*



5. That now from today, both the parties will be leaving as an unknown persons and they break all their relations and transactions.

6. That it is pertinent to mention here that first party have filed various criminal and civil cases against the second party which pending and will coming court which in the pipe line.

7. That both parties have amicably settled the matters and they have agreed to dissolved their marriage by way of mutual consent by filing a separate petition under section 13 b of Hindu marriage act That all their dispute / claims regarding maintenance, Stridhan, Permanent alimony past present future and other claims have settled for full and final settlement on amount rupees 1300000/- thirteen Lac rupee only.

8. That the second party shall give 300000/Rs. Three lacs to first party at the time of first motion divorce petition by mutual consent).

9. That the second party shall give 350000/Rs, Three lac and fifty thousand to first party at the time of Quashing of FIR No. 0475/2018 Ps Saket dated 3 of August 2018 U/s 498-A/506/509/-34- IPC.

10. That as per Compromise/Settlement, and in order to discharge my duty as a good citizen First Party/Complainant above mentioned. I shall withdraw above mentioned case FIR No. 0475/2018 Ps Saket dated 3d of August 2018 is 498-A/506/509/-34- IPC. Cases if any filed against Accused(s) 1, Himanshu Age 33 S/o Sh. Raj Kumar 2. Rajkumar Age 59 S/o Late Sh. Laxman Dass 3. Sunita Rani Age 54 w/o Sh RAjkumar 4. Ajay Dua Age 41 S/o Late Sh. Laxman Dass Savita Age 38 W/o Ajay Dua.

11. I first party complainant/ Petitioner in the case of Titled State vs Himanshu Dua CR 1515/2019 156/3 shall withdraw as matter has been Compromise mutually both the parties. And



second shall pay 100000/ Rs. One lac already on dated 17 may 2021 to the first party. SB1.3643413 612-1FSC-SBIN0060303.

12. That the second party shall give 250000/ Rs. Two lac and fifty thousand to list party at the time of Second Motion divorce petition by mutual consent).

13. That the first party shall withdraw her maintenance petition Case Title No. Neha Singh Vs Himanshu Dua case No. 274/2019 dated 30/08/2019 and second party shall give 300000 Three Lac to first party at the time of withdraw case as per the settlement terms).

14. That if both the parties will not follow the terms and condition of the settlement the present compromise will null and void. So the parties are bound with condition of memorandum of settlement.

15. That this compromise deed will be bound on both the parties and this compromise deed has been signed by the parties with their free will and consent without any fraud, pressure and undue influence just to leave peacefully.

8. 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.



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. 475/2018, under Sections 498A/506/50934 IPC registered at P.S. Saket, Delhi and consequential proceedings emanating therefrom are quashed.

11. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

JULY 7, 2023

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