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

+ **CRL.M.C. 2862/2023, CRL.M.A. 10712/2023 & CRL.M.A. 10713/2023**

PARVEEN SHARMA & ORS.

..... Petitioners

Through: Mr.Ravinder Sharma, Adv. With
petitioners in person.

versus

STATE & ANR.

..... Respondents

Through: Mr.HemantMehla, APP for the State
with Mr.Deepanshu Meena, Adv.
SI Kailash Chand, PS Sagarpur
Respondent no.2 in person.

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Date of Decision:01.06.2023.

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 F.I.R. No.151/2012 dated 07.06.2012 registered under Section 498- A/406/34 IPC in P.S. Sagarpur, Delhi and all the proceedings emanating therefrom.

2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 13/02/2011 in accordance with the Hindu Rites and Ceremonies. There is no child born out of this wedlock. However, it has been submitted that, on account of temperamental differences and mental incompatibility, the parties started living separately

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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 Ms. Shivangi Vayas, Ld. M.M., Patiala House Courts, New 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 16.03.2023. As per the settlement it has been agreed between the parties that all the claims and disputes have already been settled in full and final i.e. dowry articles, stridhan, jewellery ornaments, present, past and future maintenance and permanent alimony of the respondent no.2. Ld. Counsel submits that no further monetary consideration is pending between the parties with respect to this settlement.

4. It has been submitted that pursuant to the settlement, a divorce petition was filed and an ex-parte decree of divorce was granted vide order dated 17.09.2018 passed by Hon'ble Court of Principal Judge family Courts, Kasganj, U.P

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 of F.I.R. No.151/2012 Under Section 498- A/406/34 IPC in P.S. Sagarpur, Delhi 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. She submits that all the claims and disputes have already been settled in full and final. 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 ex-parte decree dated 17.09.2018, she has no objection if F.I.R. No.151/2012 Under Section 498- A/406/34 IPC in P.S. Sagarpur, 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. That there are no other claim or proceedings pending between the parties and all the disputes have been amicably settled and the second party has settled her disputes with the first party and no claim remain due against each other.*
- 2. That the second party is no more interested to proceed his above said case further and wants to withdraw her complaint/case vide FIR No.151/2012 under Section 498A/406/34 IPC PS Sagar pur, Delhi against all the first party and his family members.*
- 3. That all the claims and disputes between the parties have been already i.e. full and final settlement i.e. dowry articles, stridhan, jewelry, ornaments, present, past and future maintenance and permanent alimony of the second party.*
- 4. That the parties to this Deed have settled their full and final claims, disputes with their own free will and consent, without any pressure, coercion or undue influence from any corner.*
- 5. That it has been mutually agreed between the parties that second party shall not claim any present, past, future maintenance and permanent alimony from the first party.*

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, F.I.R. No.151/2012 Under Section 498-A/406/34 IPC in P.S. Sagarpur, Delhi and all the other proceedings emanating therefrom are quashed.

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

DINESH KUMAR SHARMA, J

JUNE 1, 2023

rb/ aj

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