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

+ **CRL.M.C. 1727/2022**

DEEPAK AND OTHERS Petitioner

Through: Petitioners in person.

versus

THE STATE GOVT OF NCT OF DELHI & ANR.

..... Respondents

Through: Mr. Amit Sahni, APP and SI Sunil
Tokas, PS Narela, Delhi.
Respondent No.2 in person.

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Date of Decision: 29.08.2023.

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 FIR no. 900/2017 registered under Section 498A/406/34 IPC at PS Narela, Rohini, Delhi.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 22.03.2017 in accordance 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 since

CRL.M.C. 1727/2022

Page 1 of 8



05.06.2017 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 agreement dated 20.8.2019.
4. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs. 250.000 /-(rupees two lakhs fifty thousand only) in full and final settlement of the entire dispute to respondent no. 2/complainant.
5. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 30.09.2019 passed by Learned Judge, Family Courts, Rohini, North-Delhi.
6. 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. 900/2017 registered under Section 498A/406/34 IPC at PS Narela, Rohini, Delhi and all the proceedings emanating therefrom.
7. 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.

8. Both parties are present in court and duly identified by 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 30.09.2019, she has no objection if FIR no. 900/2017 registered under Section 498A/406/34 IPC at PS Narela, Rohini, Delhi and all the proceedings emanating therefrom.
9. I have gone through the settlement which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1.. The marriage of above mentioned parties was solemnized according to Hindu Rites and ceremonies on 22/03/2017 at Delhi.

3. That there is no children out of the wedlock of parties

4. That after the marriage, there were some temperamental difference of both the parties and it became impossible for both of them to live together as husband and wife.

5. That the parties have been living separately since 5 June 2017 and have not been able to live together since then.



6. That due to dispute arose between the parties, the first party has filled the application under section 12 of PWDV Act in the Rohini court and a complaint before the CAW cell, which culminated into an FIR bearing no. 900/2017 in police Station, Narela , against the second party and his family members.

7. That with the intervention of family members the parties have mutually settled their dispute by a Settlement agreement dt. 20/08/2019

8. That as per Settlement deed dt. 20/08/19 arrived at between the parties, the parties voluntarily and of their own free will, have agreed on the following terms and conditions:-

(8)(a).. The petitioner no.2 shall pay Rs. 250.000 /-(rupees two lakhs fifty thousand only) by way of DD /CASH to the petitioner no.1 at the time of recording of statement in the second motion petition under section 13(B)(2) of HMA Act regarding Istridhan dowry article including jewellery and past, present and future maintenance & alimony being a full and final settlement.

(8)(b).. The petitioner no.1 shall within 10 days of recording of statement in the second motion petition, withdraw her aforesaid application under section 12 of PWDV Act in the Rohini court (which is pending adjudication before the learned Court of Ms.Swati Sharma, Metropolitan Magistrate (North District), and fixed for hearing on __November, 2019) and her complaint before the CAW cell , which culminated into an FIR bearing no. 900/2017 in Police Station, Narela, by way of quashing of aforesaid FIR bearing no. 900/2017 in the Hon'ble High Court.

(8)(c).. The petitioner no. 1 will not raise any claim in future



of any kind in the moveable and immoveable property of the petitioner no.2

(8)(d).. The legal expenses of filling the present petition under section 13(B)(1) and 13(B)(2) of HMA Act shall be borne by the petitioner no 2.

(8)(e)it is further agreed between the petitioner no. 1&2 that in event of default by either party and abiding by the terms and conditions, the other party shall have the right to take legal recourse as per available law including Contempt of court for either parties defaults for compliance of the present settlement.

(8)(f) That no other case/complaint has been filed by either of the Petitioners against each other, if any case, complaint or proceedings are pending or filed by any of the Petitioners or by their parents/relations against other party or relations in any court of law, the Petitioners have agreed to withdraw their respective cases so filed, on or before respective dates of hearing and the same shall be considered to be disposed of/settled, in terms of Settlement Agreed dated 20 Aug. 2019.

(8)(g) Petitioners shall file the second motion divorce petition under Section 13 (B) (2) of the Hindu Marriage Act within 15 days from the date of receiving the certified copy of the order of allowing the present petition under section 13(B)(1) of HMA (which will be applied by the petitioners on the date of recording the statements under first motion petition), which may be passed by the Hon'ble Court in the present matter;

(8)(h). If the Petitioner no. 1 within 10 days of recording of statement in the second motion petition, fails to come forward to withdraw her aforesaid application under



section 12 of PWDV Act in the Rohini court (which is pending adjudication before the learned Court of Ms.Swati Sharma, Metropolitan Magistrate (North District), and fixed for hearing on 29 November, 2019) and her complaint before the CAW cell, which culminated into an FIR bearing no. 900/2017 in Police Station, Narela, by way of quashing of aforesaid FIR bearing no. 900/2017 in the Hon'ble High Court, then the Petitioner no. 1 shall be liable to pay a sum of Rs 5,00,000/- (Rupees Five Lakh only) to the Petitioner no. 2, i.e. double of amount of Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand only)

(8)(i).If the petitioner no.1 does not appear/present in the court to give/record her statement in the Hon'ble court on the date fixed for hearing of petition under section 13(8)(1) and 13(B)(2) of HMA then the petitioner no.1 will pay Rs. 10,000 and Rs 20,000 respectively to the petitioner no.2 by way of reimbursement of litigation expo incurred by the petitioner no.2 in filing of aforesaid two petitions/motions.

9... By signing this statement the parties, will have no further claims or demands against each other with respect to the present complaint and all the disputes and differences have been amicably settled by the parties hereto and parties shall not file or litigate amongst each other whatsoever.

10... That the terms and conditions of the agreement has been read and explained to both the parties in vernacular before signing the agreement and consented to this settlement without any force,, pressure, fear, influence, coercion, misrepresentation or mistake (law and fact), Without provocation from any side on their own free will. That the present settlement has been arrived at between both parties after understanding the agreed terms of present settlement in uneuivocal and unambiguous terms that they have agreed on each and every term which have been



correctly recorded in present settlement after carefully reading over and fully understanding and appreciating the contents, scope and effect thereof that any breach of the present settlement would entail the consequences of law as permissible in law to enforce the compliance of the present settlement.

11 That both parties affirm and declare and undertake to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future and shall be binding upon the parties.

12. That the terms and conditions of the agreement has been read and explained to both the parties in vernacular before signing the agreement and have consented to this settlement without any force, pressure, fear, coercion,, provocation from any side.”

10. 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.
11. In view of the above, FIR no. 900/2017 registered under Section 498A/406/34 IPC at PS Narela, Rohini, Delhi and all the other proceedings emanating therefrom are quashed. The present petition along with all the pending applications stands disposed of.



AUGUST 29, 2023/AR

DINESH KUMAR SHARMA, J

CRL.M.C. 1727/2022

Page 8 of 8