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

+ **CRL.M.C. 2952/2023**

MAYANK SURI & ORS.

..... Petitioners

Through: Mr. Joginder, Advocate for P-1 to 4.

versus

THE STATE & ANR.

..... Respondents

Through: Mr. Hemant Mehla, APP for State
with Mr. Dipanshu Meena, Advocate
with SI Suman Sinah, PS North
Rohini.

Ms. Sharda, Advocate for R-2.

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Date of Decision: 27.04.2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 11067/2023

Exemption allowed subject to just exceptions.

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1. The present petition filed seeking quashing of case FIR No. 0477/2021 under Sections 498-A/406/34 IPC P.S. North Rohini.
2. Learned Counsel for the petitioner submits that Respondent No. 2/complainant was married to petitioner no.1 on 19.11.2018 according to Hindu rites and Ceremonies. There was no issue born out of the wedlock. However, on account of temperamental differences and mental

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incompatibility, the parties started living separately since 01.05.2020 and instituted multiple litigations against each other and their respective families including the present FIR. The present FIR was lodged on the statement of respondent no.2. He submits that the chargesheet, in this case, has already been filed and the matter is pending before the Learned MM, Mahila Court, Rohini Court, 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 22.03.2022. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs. 10,00,000/- in full and final settlement of the entire dispute to respondent no. 2/complainant. The remaining payment of Rs. 4,00,000/- (Rupees Four Lacs only) by way of demand draft bearing DD No. 015100 dated 24.02.2023 in the name of Geetanjali Verma drawn from HDFC Bank has been paid today in the court.

4. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 15.12.2022 passed by Learned Principal Judge, Family Courts, Rohini, 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. FIR No. 0477/2021 under Sections 498-A/406/34 IPC P.S. North Rohini and all the proceedings emanating therefrom.

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 15.12.2022, she has no objection if FIR no. 0477/2021 under Sections 498-A/406/34 IPC P.S. North Rohini and all the proceedings emanating therefrom.

8. Now both the parties have reached on a settlement and in terms of the settlement mutual decree of divorce has been granted vide order dated 15.12.2022. The parties have also filed Memorandum of Understanding dated 22.03.2022 and the terms and conditions are as under:

“I. That both the parties have agreed to dissolve their marriage by way of mutual consent u/s 13(B) of Hindu Marriage Act in pursuance thereof , petitioner no. 2/ husband has agreed to give Rs. 10,00,000/- (Rupees Ten Lacs only) in 3 installments by way of DD/Pay Order, as full and final settlement towards all the claims in regard to Istridhan, Permanent Alimony and maintenance (Past, Present & Future) of Petitioner No.1-Wife which the



Petitioner No. 1 has agreed to accept as such.

II. That out of the total amount of Rs. 10,00,000/- (Rupees Ten Lacs only), first installment of a sum of Rs.3,00,000/- (Rupees Three Lacs only) is agreed to paid by way of DD/Cash to the wife/Petitioner no. 1 at the time of recording of the statement by both the parties in First Motion.

III. That if PETITIONER NO.1/WIFE back out from the agreed condition, then petitioner no. 1 shall return the amount of Rs.3,00,000/- (Rupees Three Lacs only) along with the interest of 2 % per month to PETITIONER NO.2/HUSBAND from the date of receiving the said amount. That if Petitioner no. 2/husband back out from the agreed condition, the amount of Rs.3,00,000/- (Rupees Three Lacs only) shall be forfeited.

IV. That the second installment of a sum of Rs.3,00,000/- (Rupees Three Lacs only) is agreed to be paid by way of DD/Cash to the wife/petitioner no. 1 at the time of recording of statement in Second motion. That the petition for the second motion will be filed after the expiry of statutory period of 6 months but within 1 month after the expiry of the said statutory period.

V. That the third installment / remaining amount of Rs.4 ,00 ,000 / - (Rupees Four Lacs only) is agree to be paid by way of DD/Cash to the wife / petitioner no. 1 at the time of quashing of F.I.R No. 0477/2021 U/s 498-

A/406/34 IPC P.S. NORTH ROHINI before the Hon'ble High Court of Delhi within One month after second motion and the petitioner no. 1/wife shall cooperate and sign all the necessary affidavit and do the needful in quashing of said F. I.R..

VI. It is agreed between the parties i .e ., PETITIONER NO .1/ Wife will withdraw the all the pending matter / cases / complaints within one month of compliance of the present settlement.

VII. That in furtherance of the mutual understanding arrived between the parties, they have agreed to cooperate



with each other and represent whenever required for the necessary statements in all the proceedings, which are necessary for settlements.

VIII . That it has been agreed between the parties that after payment of total sum of Rs. 10,00 ,000/- (Rupees Ten Lacs only), there will be nothing due against each other or their family members regarding present marriage and it is further agreed between them that they will not initiate any litigation against each other of their family members in future.

IX. It is further agreed between the parties that petitioner no. 1 and petitioner no. 2 will withdraw all the cases which are pending before any Hon'ble court of Delhi against each other. It is further agreed that the parties that they will withdraw any other complaint / case filed by / against either of the parties in any other court in Delhi/ India."

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.

9. In view of the above, FIR no. 0477/2021 under Sections 498-A/406/34 IPC P.S. North Rohini and all the other proceedings emanating therefrom are quashed. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

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