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

+ **CRL.M.C. 2987/2023**

MR. ARUN KUMAR & ORS.

..... Petitioners

Through: Mr. Kamlesh Kumar and Ms. Tripti Kanta, Advs.

versus

STATE & ANR.

..... Respondents

Through: Mr. Raguvender Verma, APP for State and ASI Mohd. Naseem Khan, PS Dayal Pur, Delhi.

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Date of Decision: 02.06.2023.

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 FIR No. 112/2021 under section 498A/406/34 IPC registered at PS Dayalpur.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 10/07/2019 in accordance with the Hindu Rites and Ceremonies. However, on account of temperamental differences and mental incompatibility, the parties started living separately from October 2019 and instituted multiple litigations against each other and their respective families

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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 19/07/2021. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs 2,40,000/- (Rupees Two lakh forty thousand) in full and final settlement of the entire dispute to respondent no. 2/complainant. Out of the total amount, the Remaining payment of Rs. 74,000/- (Rupees seventy-four thousand) has been made 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 20/08/2022 passed by Learned Judge, Family Court, North East, Karkardooma Courts.
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. 112/2021 under section 498A/406/34 IPC registered at PS Dayalpur 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. Since the marriage between the parties has also been dissolved by a decree of divorce by mutual consent dated 20/08/2022, she has no objection if FIR No. 112/2021 under section 498A/406/34 IPC registered at PS Dayalpur and all the proceedings emanating therefrom are quashed.
8. I have gone through the settlement which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. That the marriage of both parties was solemnised on 10.07.2019 as per Hindu rites and ceremonies.

2. That due to difference of understanding between both parties, both the parties started keeping different views and due to which, it became difficult to continue their matrimonial life.

3. That from 15.10.2019, both the parties are living separately and there is no relationship between them.



4. That there is no child, out of wedlock between both parties.

5. That, both the parties have now decided to end their matrimonial life with each other.

6. That the first party has registered a case against second party at PS Dayal Pur, District North East bearing FIR No. 0112/21 PS Dayal pur dated 04/03/2021 u/s 498A /406/34 IPC.

7. That to give it end to the marriage both the parties have mutually, without any pressure, threat agreed. The conditions are as follows: -

A. That the second party will return all articles related to marriage, streedhan etc. to the First party as per mutually agreed list of articles before filing of first motion petition before court in First motion.

B. That the second party will co-operate with the first party in quashing of FIR no. 0112/21 PS Dayal Pur, dated 04.03.2021 u/s 498A/406/34 IPC and whenever it would be required to appear before court or to execute any affidavit or sign over document then second party will co-operate in fulfilment of court proceedings unconditionally.

C .. That the second party will make a total payment of Rs. 240000/ (rupees two lacs forty thousand) towards maintenance (present, future and past) in three instalments in following manner: -

1. The second party will give Rs. 100000/ (one lac rupees) at the time of recording of statement before court in first motion petition.



2. *The second party will give Rs. 70,000/ (seventy thousand rupees) at the time of recording of statement before court in second motion petition.*

3. *The second party will pay the remaining amount of Rs. 70,000(seventy thousand rupees) before High Court of Delhi at the time of quashing of FIR No. 0112/21 PS: - Dayalpur dated 04.03.2021 u/s 498A/406/34 IPC.*

8. *That after this mutual settlement deed, both the parties, in future, past and present not make a claim of any type , police station , court , crime against women cell against each other and their family members and if do , the same will be invalid.*

9. *That both the parties will have right to solemnise marriage as per their own choice after passing of decree of divorce by family court, in which, none of the parties will have any objection.*

10. *That the first party will not file any case for maintenance against the second party in any court nor have any concern with movable and immovable property of the first party.*

11. *That the first party Madhu @ Manisha will have no concern with the movable and immovable property of Second Party Arun Kumar nor file a case against first party Madhu @ Manisha for maintenance or file any type of suit in any court.*

12. *That either first party or second party will not share/upload any type of personal information of each other on social media site and if any one of them violate it , then legal action will be taken against.*

13. *That two copies of this mutual agreement has been*



prepared so that one copy each be given to both the parties.

14. That as on today i.e till 19/07/2021, if any of the parties have made a complaint/ case before each other except FIR mentioned above, then both the parties will take them back.

15. That if both the parties (Madhu @ Manisha and Arun Kumar) violates the above conditions then both the parties will have right to take action against each other.”

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. 112/2021 under section 498A/406/34 IPC registered at PS Dayalpur 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 2, 2023/AR