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

+ **CRL.M.C. 3019/2023, CRL.M.A. 11361/2023**

YOGENDER & ANR.

..... Petitioners

Through: Mr. S. D. Sah and Mr. Varun Kumar,
Advs.

versus

THE STATE GOVT OF NCT OF DELHI & ANR. Respondents

Through: Mr. Digam Singh Dagar, APP for the
State
Mr. Harish Kumar, Adv. for R-2 with
R-2

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Date of Decision: 1st May, 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. 11360/2023(Exemption)

Exemption is allowed subject to all just exceptions.

CRL.M.C. 3019/2023

1. The present petition has been filed between the parties under Section

CRL.M.C. 3019/2023

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482 Cr. PC seeking quashing of FIR 186/2017, registered at PS Khyala under Sections 498A/406/34 IPC.

2. In brief, the facts are that the marriage between Petitioner No. 1 and respondent no. 2/complainant was solemnized on 17.02.2014 as per Hindu rites and customs. No child was born out of this wedlock. Thereafter owing to temperamental differences both parties started residing separately since April 2016. Consequently, respondent No. 2/complainant lodged the present FIR against the Petitioners herein.
3. Pursuant to the lodging of FIR, the investigation was conducted and a charge sheet has been filed under Section 498A/406/34 IPC against the petitioners namely Mr. Yogender and Mrs. Sontara.
4. Learned Counsel for the petitioners submits that during the pendency of the proceedings, the parties have amicably settled and compromised all the disputes between them in respect of FIR under reference. He also states that the parties have entered into a settlement agreement dated 25.03.2021 at Delhi Mediation Centre, Tis Hazari Courts Delhi dated 25.03.202. An MoU dated 28.01.2023 has also been entered between the parties. The Settlement arrived at Delhi Mediation Centre, Tis Hazari Courts Delhi dated 25.03.2021 reads as under:

“Mediation process explained to the parties. Single and joint session held with the parties. Now, the parties have amicably and voluntarily settled their all matrimonial disputes on the following terms and conditions :

1. It is agreed between the parties that the Respondent husband shall pay total sum of Rs. 60,000/- (Rupees Sixty Thousand



Only) to the Complainant' wife towards her istridhan, dowry (past, present and future maintenance), permanent alimony and other receivables, etc. as full and final settlement.

2. It has been agreed between the parties that the above said settlement amount shall be paid in two installments, in the following manner :

(i) 1st installment of Rs. 30,000/- (Rupees Thirty thousand only) shall be paid in the shape of DD/cash in the name of Complainant' wife, at the time of recording of her statement of first motion for divorce by mutual consent before the Ld. Concerned court which shall be filed on or before 20.04.2021. It is also agreed that both the parties shall withdraw their respective cases after first motion. It is also agreed between the parties that the respondent husband shall transfer the RC of the motorcycle bearing registration no. DL 10 SG 5660 in the name of Complainant' wife which is already in the possession of Complainant' wife, after first motion.

(iv) 2nd installment of Rs.30,000/- (Rupees Thirty Thousand only) shall be paid in the shape of DD/cash to the petitioner/wife at the time of recording of her statement of Second motion for divorce by mutual consent before the Ld. Concerned court which shall be filed accordance to law.

3. It is agreed between the parties that the quashing of FIR No. 186/17, U/s 498A/406/34 IPC, P.S Khyala shall be file before the Hon'ble Delhi High Court after passing the decree of divorce and the Complainant/wife shall co-operate in getting the FIR quashed and shall not delay the matter.



4. That in case of default from either side in carrying out the terms of this settlement, he/she shall be liable to pay a sum of Rs. 30,000/- (Rupees Thirty Thousand Only) by way of penalty/compensation to the other side besides refunding/returning the benefits received hereunder.

5. It is agreed between the parties that they will not interfere in the lives of each other and shall part ways amicably and shall withdraw pending complaint(s)/cases, if any filed before any authority.

6. Both the parties shall not file any case, complaint or litigation against each other in future and shall cooperate with each other in execution of present settlement, if there is any case which is not in the knowledge of other party then the party who has filed the case will withdraw the case.

It is further agreed between the parties that after this settlement, both the parties shall be left with no right, title or interest in the movable or immovable properties of each other or their family members, and both the parties shall not file any case, complaint or litigation against each other in future pertaining to the present marriage and shall cooperate with each other in execution of present settlement, if there is any case which is not in the knowledge of other party then the party who has filed the case will withdraw the case.”

5. A MoU dated 28.01.2023 between the parties reads as under:

“That both the parties declare and affirm that the FIR No. 186/2017 u/s 498A/406/34, P.S. Khyala titled as State Vs. Yogender & Anr. pending in the court of Ms. Neetika Kapoor, Ld. MM (Mahila Court)-01 (West), Tis Hazari Courts, Delhi has been settled between the parties amicably.



That both the parties declare and affirm that they adopt the Mediation settlement dated 26.03.2022 and agree and undertake to remain bound by the terms and conditions as contained in above said settlement.

That the second party / complainant /the respondent no.2 declares and affirm that she has compromised the matter with both the petitioners amicably and she is left no grievance of any nature against both the petitioners in respect of the incident which is subject matter of the FIR in question. The Second Party /Complainant / the respondent no.2 is no more interest to pursue with the proceeding of the FIR in question.”

6. Both the parties are present in Court and have duly been identified by the IO. They state that pursuant to the settlement arrived at between the parties, they find mutual divorce which has already been allowed by the court of learned Additional Principal Judge, Family Court (West district), Tis Hazari Courts, Delhi on 28.06.2021.
7. Respondent No.2 also states that she entered into the settlement agreement as well as MoU voluntarily without any fear, force or coercion. She further states that she has already received all the amount and since the terms and conditions agreed between the parties have been complied with, she has no objection if the FIR under objection is quashed.
8. The Hon'ble Supreme Court and this court has repeatedly encouraged the quashing of those FIRs wherein a compromise has been achieved especially in those criminal cases which have overwhelmingly and predominantly civil character, particularly those



arising out of commercial transactions or arising out of a matrimonial relationship or family disputes. Reliance may be placed on ***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. Recently, the Supreme Court in ***Jasmair Singh and Another vs. State of Haryana and Another*** (2022) 9 SCC 73 quashed the proceedings arising out of a matrimonial dispute on the ground that the parties have buried the hatchet and decided to give quietus to the proceedings which were lodged inter se.

10. In view of the above, I do not see any reason to reject the settlement. It is better to put a quietus to the dispute in view of the settlement deed arrived at between the parties. Accordingly, FIR 186/2017, registered at PS Khyala under Sections 498A/406/34 IPC and all the consequential proceedings emanating therefrom are quashed.

11. The present petition along with pending application stands disposed of.

DINESH KUMAR SHARMA, J

MAY 1, 2023

Pallavi