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

+ **CRL.M.C. 3289/2023**

SUNIL KUMAR & ORS.

..... Petitioners

Through: **Mr. Sachin Kumar, Adv.**

versus

STATE GOVT. NCT OF DELHI & ANR.

..... Respondents

Through: **Mr. Hemant Mehla, APP for the state
with SI Akash Tomar, ASI Prem Raj,
PS H.N.Din**

Mr. Lalit Kumar, Adv. for R-2

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Date of Decision: 28.08.2023

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 under Section 482 Cr. PC seeking quashing of FIR No 310/2021, dated 23/11/2021 registered under section 498A/406/34 IPC at PS Hazarat Nizamuddin, Delhi and all the proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 07.12.2020, in

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accordance with the Hindu Rites and Ceremonies in Delhi. No child was born out of the said wedlock. However, on account of temperamental differences and mental incompatibility, the parties started living separately since 06.03.2021 and instituted litigation against each other.

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 06.10.2022 at Counselling Cell in the court of Ld. MM Raj Kumar Tripathi, Tis Hazari, Court. As per the settlement it has been agreed between the parties that the petitioner shall pay a sum of Rs. 5,20,000/- as per full and final settlement. Respondent No.2 states that as per the settlement, she has already received the settle amount.
4. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 19.01.2023 passed by Learned MM. Raj Kumar Tripathi, Family Court, Tiz Hazari Court.
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 310/2021, dated 23/11/2021 registered under section 498A/406/34 IPC at PS Hazarat Nizamuddin, Delhi and all the proceedings emanating therefrom.
6. The parties have reached on a settlement date 06.10.2022 on



following terms and conditions.

1. The parties have agreed to dissolve their marriage by mutual consent in accordance with law, as provided under Section 13 (B) of the Hindu Marriage Act.
2. It is agreed between the parties that husband shall pay to the wife a Sum of Rs. 5,20,000/- and Articles as full are final settlement (again stridhan and dowry, maintenance towards past, present and future qua this marriage) in three installments by way of DD/Pay Order. It is further agreed between the parties that the first motion petition shall be filed on or before one month and second motion petition shall be filed soon after the completion of the statutory period the order under Section 13 (B) (1) of HMA. 3. It is further agreed between the parties that out of the settled amount the husband will pay Rs 1,60,000/-to the wife at the time of recording of the same statement of first motion by way of DD/Pay Order.
4. It is further agreed between the parties that the husband will pay/handover Rs. 1,60,000/- and Articles (Double bed, sofaset, fridge, Alimera, Led, cloths, washing machine, Juicer, Press, Dressing table, utensils etc) to the wife at the time of recording of the statement of second motion by way of DD/Pay Order.
- 5 It is further agreed between the parties that the husband shall pay balance amount of Rs. 2,00,000/- to the wife at the time of quashing of FIR No. 310/21 under Section 498A/406/34 IPC PS: Hazarat Nizamuddin days after second motion. The wife shall also cooperate and do the needful in quashing of said FIR.
6. There is/are child namely – from the wedlock , who is/are living with the mother/father and custody of the child namely – is given to mother/father. It is also agreed that visitation right is not given to the father/mother.



7. It is further agreed between the parties that they will withdraw any other Complaint/Case filed by against either of the parties in any other court in Delhi/India
8. All the matters emanating from this marriage civil or criminal are settled and neither the parties nor their relative shall make any claim against each other at any time in future in any court of law/Police Station etc.
9. It is agreed between the parties that either of the parties commit breach or default of this mutually agreed settlement after the recording of first motion, husband/wife backs out, the amount taken at the time of first motion shall be returned to husband/wife with 2% interest per month and if husband/wife backs out, the amount given at the time of first motion shall stand forfeited by the husband/wife, it is further understood by the parties that if beach of the undertaking given to the concerned court of willful/deliberate violation of a consent order/decreed, the defaulting party will be liable to be punished for contempt of court.
10. It is further agreed between the parties that they shall remain bound with aforesaid-terms and conditions as mentioned in the settlement. The above said settlement is arrived at between the parties voluntarily, out of their free will and consent and without there being any undue pressure, force, coercion influences, misrepresentations or mistake and the parties have agreed that the settlement/Agreement has been correctly recorded as per the agreed terms condition.
7. Both parties have duly been identified by the IO. Respondent No. 2 submits that she has entered into the settlement voluntarily without any fear, force, or coercion. She submits that other petitions have already been withdrawn or dismissed. And since the parties have amicably settled, she has no objection to quash of FIR No 310/2021,



dated 23/11/2021 registered under section 498A/406/34 IPC at PS Hazarat Nizamuddin, Delhi and all the proceedings emanating therefrom.

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 offences 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, of FIR No 310/2021, dated 23/11/2021 registered under section 498A/406/34 IPC at PS Hazarat Nizamuddin, Delhi and all the proceedings emanating therefrom are quashed.



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

DINESH KUMAR SHARMA, J

AUGUST 28, 2023

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