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

+ **CRL.M.C. 2410/2022**

RAJIV KUMAR & ORS.

..... Petitioners

Through: Mr. Rakesh Sharma, Adv. through
V/c.

versus

THE STATE GOVT NCT OF DELHI & ANR. Respondents

Through: Mr. Hemant Mehla, APP and SI
Sanjeev Yadav, PS Palam Village.
Mr. M. S. Solanki, Adv. for R-2
through V/c.

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Date of Decision: 11.07.2023.

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. 0365/2017 under Sections 498A/406/34 IPC registered at PS Palam Village.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 24.11.2016 in accordance with the Hindu Rites and Ceremonies and had been residing together till 27.04.2017. However, it has been submitted that, on account of temperamental differences and mental incompatibility, the parties started

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living separately 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 memorandum of understanding dated 22.09.2020. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs 10,00,000/- (Ten Lakhs Only) in full and final settlement of the entire dispute to respondent no. 2/complainant.

4. It has been submitted that pursuant to the settlement, a mutual divorce petition was filed and a decree of divorce was granted vide order dated 05.04.2021 in Family Courts, Dwarka, New Delhi.

5. The Learned Counsel for the petitioners, therefore, submits that since the parties have resolved all their differences amicably; it would be in the interest of justice to quash FIR no. 0365/2017 registered under Section 498A/406/34 IPC at PS Palam Village and all the proceedings emanating therefrom.

6. 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 the petitioner has already paid her the full sum of Rs. 10,00,000/- (Ten Lakhs Only). 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 05.04.2021, she has no objection if FIR no. 0365/2017 registered under Section 498A/406/34 IPC at PS Palam Village and all the proceedings emanating therefrom are quashed.



7. I have gone through the settlement which has been placed on record. The settlement agreement provides for the following terms and conditions:

“a. The party of the second party shall pay Rs.3,00,000/- (Rupees Three Lakh Only) by way of demand draft in the name of party of the first party at the time of recording of statement in the petition U/s 13-B(1) of HMA.

b. The party of the second party part shall pay Rs.3,00,00/-, (Rupees Three Lakh Oniy) by way of demand draft in the name of party of the first part at the time of recording of statement in the petition U/s 13-B(2) of HMA, which shall be filed within ten days of receiving certified copies of first motion judgment along with an application to waive off the cooling period of six months.

c. The party of the second party shall pay the amount of Rs.3,00,000/- (Rupees Three Lakh Only) to the part of the first part, at the time of recording of statements of parties before the Hon'ble Delhi High Court at the time of quashing of FIR No. 365/2017, U/s 498A/406 IPC and it is also agreed that the petition for quashing shall be filed by party of the second part and his family members within 10 days of decree of divorce by mutual consents, before the Hon'ble High Court of Delhi.

d. The party of the second part shall pay the amount of



Rs.1,00,000/- (Rupees One Lakh Only) to the part o the first part at the time of withdrawal of complaint case bearing No. 3O967 of 2018 pending before the court of Sh. Pranat Joshi, MM, Dwarka which shall be withdrawn within 10 days of quashing of above stated FIR.

e. That the party of the first part shall withdraw her above mentioned DV and maintenance complaint before the concerned court within 3 days of disposal of quashing petition.

f. It has been agreed between the parties hereto that in terms of this settlement they shall make appropriate statements before the concerned court/ investigating officer and shall cooperate with each other in all the legal proceedings.

g. It has been agreed between the parties hereto that if party of the second part failed to come forward after first motion petition, the amount given by part of the second part to party of the first part in terms of this agreement shall be deemed to be forfeited and party of the second part shall have no right to claim the same.

h. That the parties undertake that no other case has been filed by the parties against each other apart from what has been mentioned above. In case, any other case is pending, the same would be dismissed as withdrawn or



quashed as Law permits, at the costs and initiatives of the party who has initiated the said case. The other party shall remain indemnified in case any adverse order is passed in such cases. The parties further undertake not to file any case against each other and their respective family members in the court, in future.

i. That both the parties shall cooperative in every manner possible and as advised under Law including filing Petition, making statements on oath before the Court/Hon,ble High Court of Delhi for quashing of above mentioned FIR, and shall do all shall acts and deeds required for getting the criminal complaint quashed and for getting the marriage dissolved by decree of divorce by way of Mutual Consent.

j. That the party of the first party shall have no claim(s) against the party of the second part and his family members in respect of all dowry, Istridhan, jewellery articles and other valuables including alimony & maintenance whether past, present or future after receipt o f the aforesaid amount of Rs.10,00,000/- (Rupees ten lakhs Only).

k. That all the claims of the party of the first party stand fully satisfied after receipt of the aforesaid amount of Rs.10,00,000/- (Rupees Ten Lakh Only). The party of the



first party shall not claim any amount by way of any alimony (Present, past and future) from the party of the second party, at any point of time. The party of the first part shall not raise any claim in future after receipt of the aforesaid amount in any of the moveable or immovable property of the party of the second part and his parents.

l. That both the parties agree and undertake that in view of the present compromise entered into, the parties have settled all their claims, disputes, grudges or grievance against each other or their family members amicably.

m. That both the parties undertake abide by the terms and conditions this settlement.”

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 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.



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. 0365/2017 registered under Section 498A/406/34 IPC at PS Palam Village 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

JULY 11, 2023/AR..

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