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

+ **CRL.M.C. 2504/2022**

VIRENDER PANCHAL AND ORS.

..... Petitioners

Through: Mr. Sandeep Mishra with Mr.Nandika
Vyas, Advocates.

versus

STATE OF NCT OF DELHI & ANR.

..... Respondents

Through: Mr. Hemant Mehla, APP for the State
with Mr. Dipanshu Meena, Advocate
and SI Sanjeev Jaipur.

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Date of Decision: 02nd March, 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 CrPC seeking quashing of FIR No. 845/2014 registered under section 498A/406 IPC at PS JaitPur.

2. Briefly stated facts of the case are that the marriage between the parties was solemnized on 08.12.2012 according to Hindu rites and ceremonies. Due to the temperamental differences and misunderstandings, dispute arose between the Petitioner No.1 and Respondent No.2, and they started living separately since 08.05.2013. The above-mentioned FIR was lodged on the basis of complaint of Respondent no.2.

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3. Charge sheet was filed under section 498A/406/34 IPC.
4. Learned counsel for the petitioner submits that the parties have reached at an amicable settlement out of their own free will. The memorandum of understanding/settlement deed dated 11.01.2022 duly executed between the parties is on record.
5. The terms of the MOU/Settlement deed dated 11.01.2022 are as follows: -
 - “1. That both the parties are residing separately since 08.05.2013 without interfering in each other's life and both the parties are free to carry on their respective lives independently as per their own choice and wishes.*
 - 2. That as per the settlement, the second party will pay a sum of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) in cheque/cash/DD to the first party against her all claims/maintenance (present, past and future) and permanent alimony. The said amount will be paid on the following manner:*
 - (i) Rs. 1,00,000/- (Rupees One Lakh only) at the time of signing of this M.O.U. and the same has been paid vide cheque No. 000018 dated 11.01.2022, of Rs. 1,00,000/-, drawn on HDFC Bank, Darya Ganj Branch, New Delhi;*
 - (ii) Remaining amount of Rs. 50,000/- (Rupees Fifty Thousand only) at the time of recording the statement on Second Motion;*
 - 3. That after receiving of the above said amount of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) the first party undertakes not to claim any share out of all the movable or immovable properties of the second party including the business and house properties of the first party or his family member.*
 - 4. That after recording the statement on first motion, the first party will withdrawn her complaint U/6.12 D.V. Act and its Execution application which are pending in the*



*Court of Ms. Archana Beniwal, Ld. M.M. Saket Courts,
New Delhi.*

- 5. That it is pertinent to mention here that, the second party will file the Quashing of FIR No. 845/2014, U/s. 406/498-A/34 IPC, P.S. Jaitpur, New Delhi before the Hon'ble High Court of Delhi and the first party will cooperate in quashing of the above said FIR and will give her statement.*
- 6. That the either party will not have any right to interfere in the life of the other party, in case any party decide to marry with anyone else.*
- 7. That both the parties will not have any right to file any type of case in any Court of law against each other, regarding restitution of conjugal rights, maintenance and claim for herself in the property of each other in future.*
- 8. That both the parties shall not have any claim future against each other in respect of permanent alimony, maintenance, present, past and future istridhan, ornaments, jewellery and any property or any residential right.*
- 9. That both the parties will not maintain their relation as husband and wife and further both the parties will not claim each other's previous relations in the society, known as husband and wife.*
- 10. That the second party is not liable to maintain the first party after the completion of the terms and condition of this deed. The first party will not claim any maintenance, alimony or other expenses from the second party in future.*
- 11. That both the parties have agreed to give divorce to each other due to their temperament differences and they cannot live with each other further more in future.*
- 12. That the present deed of Divorce is in full and final settlement between the parties and every dispute and claim has been settled by way of the present deed.*
- 13. That both the parties are bind by this Compromise Deed.*
- 14. That both the parties have signed the present Deed after understanding the contents of the Deed in their respective*



vernacular language without any pressure, coercion or undue influence from any corner.

6. It is submitted that the decree of divorce by mutual consent has been granted vide order dated 29.04.2022. There is no child born out of this wedlock.

7. As per the settlement deed the Petitioner no.1 was to pay a sum of Rs.1,50,000/- to Respondent no.2 against all her claims/maintenance (present, past and future) and permanents alimony. Respondent No. 2 submits that she had received an amount of Rs.1,00,000/- and the remaining amount of Rs.50,000/- was paid to her by the petitioner at the time of recording of statement on Second motion.

8. Respondent No.2 has stated that she has no objection if FIR No. 845/2014 registered under section 498A/406 IPC at PS JaitPur and all other proceedings emanating therefrom are quashed. She has stated that she is making the statement voluntarily against all claims (past, present and future) without any fear, undue influence or coercion.

9. Both parties are present in court and have duly been identified by the IO.

10. 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.

11. I consider that there would be no purpose of continuing with the proceedings. It was a matrimonial dispute which has been amicably settled and thus the parties should be given a chance to move on with their lives.

12. In view of the above the case FIR No. 845/2014 registered under section 498A/406 IPC at PS JaitPur and all the other proceedings emanating therefrom are quashed.

13. The present petition is disposed of.

DINESH KUMAR SHARMA, J

MARCH 02, 2023
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