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

+ **CRL.M.C. 3916/2023**

SANJAY KUMAR PANWAR

..... Petitioner

Through: Mr. Ayush B. and Mr. Sushil Panwar,
Advs.

versus

STATE(N.C.T. OF DELHI) & ANR.

..... Respondents

Through: Mr. Digam Singh Dagar, APP for the
State with SI Kailasah Chand, PS
Sagarpur

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Date of Decision: 4th July, 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. 14757/2023 (exemption)

Exemption is allowed subject to all just exceptions.

CRL.M.C. 3916/2023

1. The present petition has been filed under section 482 Cr.P.C seeking quashing of FIR No.442/2016 dated 17/12/2016 registered under



Section 498A/406 IPC registered at PS Sagarpur Delhi and all the proceedings emanating therefrom.

2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 17.04.2004, in 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 10.02.2015 and instituted litigation each other.
3. Learned Counsel further submits that during the pendency of the proceedings, the parties have resolved their disputes amicably and now they are residing together, therefore, it would be in the interest of justice to quash FIR No.442/2016 dated 17/12/2016 registered under Section 498A/406 IPC registered at PS Sagarpur Delhi and all the proceedings emanating therefrom
4. I have gone through the settlement dated 27.09.2022 which has been placed on record. The settlement agreement provides for the following terms and conditions: -

1. It is agreed between the parties that both the parties are ready to live together as a family from today at RZ 616/313 Geetanagli Park Gali No.6 West Sagar, Pur Delhi-110046 .

2. Both parties agree that they shall reside together as dutiful husband and' wife and carry out their matrimonial duties and responsibilities.



3. Parties agree further that the husband shall maintain his wife and children and provide their financial security as per his capacity. Husband shall also pay Rs. for 25,000/- (rupees twenty five thousand only) per month from 10 October 2022 on or before 10 of every months, as maintenance as pocket money to his wife and bear expenses of his children and his mother (Kamlesh Panwar).

4. It is agreed that both the parties shall withdraw all the cases and complaints filed against each other from the respected Hon'ble courts, police station, and concerned authorities as mentioned below

a. D.V No. 45181/2016 before Ms. Shivangi Vayas,MM. New Delhi.

b. FIR No. 442/2016 before Ms. Shlvangi Vayas,MM. New Delhi.

5. It is agreed between the parties that in the event of failure of tile compliance of present settlement, both the parties shall be at liberty to seek revival and peruse their respective cases/ remedies under law which includes proceedings mentioned herein.

5. I have interacted with the parties. 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 the matter among themselves, she has no objection if the present proceedings are quashed.

6. Parties have duly been identified by the IO.



7. 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.
8. 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.
9. In view of the above, FIR No.442/2016 dated 17/12/2016 registered under Section 498A/406 IPC registered at PS Sagarpur Delhi and all the proceedings emanating therefrom.
- 10.The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J



JULY 4, 2023/Pallavi

