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

+ **W.P.(CRL) 1591/2023**

MANISH & ORS.

..... Petitioners

Through: Ms. Ambika, Adv.

Mr. Rishabh Mistry Adv.

versus

STATE OF NCT OF DELHI & ANR.

..... Respondents

Through: Mr. Rahul Tyagi, ASC with SI
Dhirendra Kumar, PS Madhu Vihar

Mr. Sangeet Sekon, Mr. Jatin, Mr.
Aashish Chojar, Adv. for R-2

Mr. Jogender 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 Article 226 read with Section 482 Cr. PC seeking quashing of FIR no. 5/2019 registered under Section 498A/406/34 IPC at PS Madhu Vihar.

W.P.(CRL) 1591/2023

Page 1 of 6



2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 13.11.2013 in accordance with the Hindu Rites and Ceremonies. However, it has been submitted that, on account of temperamental differences and mental incompatibility, the parties started 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 settlement agreement dated 20.07.2022 before Counselling Cell, Family Courts, Karkardooma Courts. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs. 3,75,000/- 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 10.02.2023 passed by Learned Principal Judge, Family Courts, Shahdara, Karkardooma Courts, 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.5/2019 registered under Section 498A/406/34 IPC at PS Madhu Vihar 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 a DD No. 034255 dated 28.04.2023 (revalidated on 31.07.2023) for a sum of Rs.1,25,000/- drawn on HDFC Bank in the name of Sarita was given her in court today. 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 10.02.2023, she has no objection if FIR no. 5/2019 registered under Section 498A/406/34 IPC at PS Madhu Vihar 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:
- 1. The parties have agreed to dissolve their marriage by mutual consent in accordance with the 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. 3,50,000/- as full & final settlement (against istridhan and dowry, maintenance towards past, present and future qua this marriage) in 3 instalments by way of DD/pay order.*
 - 3. It is further agreed between the parties that the husband will pay Rs. 1,25,000/- to the wife at the time of recording of the statement of first motion by way of DD/Pay order.*
 - 4. It is further agreed between the parties that husband will pay Rs. 1,25,000/- to the wife at the time of recording of statement of second motion by the way of DD/Pay order.*



5. It is further agreed between the parties that the Respondent shall pay Rs. **1,25,000/-** to the Petitioner at the time of quashing for FIR No. **005/2019 U/S 498A/406/34 IPC, P.S. Madhu Vihar** in the Hon'ble High Courts of Delhi within 1 Month after Second Motion and Petitioner shall cooperate and sign all the necessary affidavit & do the needful in quashing of said FIR.

6. It is further agreed between the parties that the first motion petition shall be filed on or before 20/8/2022 and second motion petition shall be filed soon after the completion of the statutory period of the order u/s 13 B (1) of HMA.

7. It is further agreed between the parties that the petitioner/respondent will withdraw the case which is pending in the court of **Sh. Ajay Panday, Judge family Courts, Shahdara Dist. K.K.D.**

8. It is agreed between the parties that they have understood the terms and conditions of the settlement in vernacular.

9. It is further agreed between the parties that they shall remain bound with the aforesaid terms and conditions as mentioned in the settlement.

10. All the matters relating to this marriage either civil or criminal are settled and neither the parties nor their relatives shall make any claim against each other in future and will not file any case/complaint against each other at any time of future in any Court of law/Police Station etc.

11. The above settlement is with respect to all claims of wife past, present and future alimony Istridhan, maintenance, pending amount of maintenance, articles property etc. and neither she nor her relatives shall claim anything from husband or his family members in future for herself or on behalf of child/children.

12. It is agreed between the parties that if either of the parties commits breach or default of this mutually agreed settlement after the first motion if **Sarita** backs out the amount taken at the time of first motion shall be returned to **Manish** with



*2% interest per month and if **Manish** backs out the amount given at time of first motion shall stands forfeited by the **Sarita**.*

13. The parties have agreed on each term as recorded in the settlement agreement after carefully reading over and fully understanding and appreciating the contents, scope and effect thereof, as also the consequences of the breach thereof, including payment of the file/penalty as mentioned above.

14. The terms and conditions mentioned in the settlement have been understood in vernacular. The above said settlement is arrived at between the parties out their own free will, volition and consent and without there being any undue pressure coercion, influence, misrepresentation or mistake (both of law and fact) in any form whatsoever and the parties agreed that the settlement/agreement has been correctly recorded as per the agreed terms and conditions.

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.5/2019 registered under Section 498A/406/34 IPC at PS Madhu Vihar 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

AUGUST 28, 2023

Pallavi