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* IN THE HIGH COURT OF DELHI AT NEW DELHI

+ CRL.M.C. 2668/2022

VIKAS & ORS.

..... Petitioners

Through: Mr. S. D. Pathak and Mr. Ankit, Advs.

versus

STATE (GOVT NCT OF DELHI) & ANR.

..... Respondents

Through: Mr. Hemant Mehla, APP for the State
with Mr. Dipanshu Meena, Advocate
and W/SI Rashmi, PS BHD Nagar.
Mr. Neeraj K., Adv. for R-2.

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Date of Decision: 04th May, 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 FIR no. 0163/2017 registered under Section 324/34 IPC at P.S. Baba Haridas Nagar.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 12.02.2007 in accordance with the Hindu Rites and Ceremonies. However, on account of temperamental differences and mental incompatibility, the parties

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started living separately since 21.06.2017. There were 2 issues born out of the marriage namely 'yashika' on 27.07.2009 and 'Master Hiten' on 04.12.201. Thereafter due to temperamental differences and mental incompatibility, 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 22.12.21 before the Counseling Cell, Family Court, Tis Hazari, Delhi.
4. As per the settlement it has been agreed between the parties that the petitioner shall pay RS. 5,50,000 (Five Lakh & Fifty thousand) in full and final settlement of the entire dispute to respondent no. 2/complainant.
5. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 26.03.2022 passed by Learned Principal Judge, Family Court, Tis Hazari.
6. 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.0163/2017 registered under Section 324/34 IPC at P.S. Baba Haridas Nagar and all the proceedings emanating therefrom.
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. 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 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 26.03.2022, she has no objection if FIR no.0163/2017 registered under Section 324/34 IPC at P.S. Baba Haridas Nagar and all the proceedings. I have gone through the settlement which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. That the petitioner and respondent have agreed to dissolve their marriage by mutual consent in accordance with law provides U/s 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. Five Lacs & Fifty Thousand Only as full and final settlement (against stridhan and dowry, maintenance towards past present and future qua this marriage in three instalments by way of DD/Pay Order), (Rs.5,50,000/- only).

3. It is further agreed between the parties that the husband will pay Rs. One Lacs and Fifty Thousand Only to the wife at the time of recording of the statement of first motion by the way of DD/Pay Order, (Rs.1,50,000/-).
4. It is further agreed between the parties that the Respondent shall pay Rs. Two Lacs Only to the Petitioner at the time of recording of statement of second motion by way of DD/Pay Order. (Rs.2,00,000/-).
5. It is agreed between the parties that the first motion petitioner shall be filed on or before 10th June 2022 and second motion petition shall be filed soon after the completion of the period of the statutory period of the order U/S 13 B (1) of HMA or as early as possible.
6. It is further agreed between the parties that the Respondent shall pay Rs. Two Lacs Only to the petitioner at the time of recording of statement in quashing of FIR No.163/17, 238/18, 131/17 Under Section 498 A, 406, 34 IPC, P.S. Baba Haridas Nagar in Hon'ble High Court of Delhi within Two Months after second motion and Petitioner shall cooperate and sign all the necessary affidavit and do the needful in quashing of the said FIR.
7. There is/are two children namely Yashika 12 Years and Hiten 9 years from this wedlock who are living with the petitioners. It is agreed between the parties that custody will be with petitioner. The respondent will have visitation right on every second Saturday through VC at 05:00 to 06:00 PM and forth Saturday children room, Tis Hazari Court at 03:00 Pm to 04:00

PM, if they miss Saturday. Then the visitation shall be on next Saturday at the same time.

8. It is further agreed between the parties that the petitioner/respondent will withdraw the case which is pending in the court of Ms. Renu Bhatnagar, Ld Principal Judge, family Court (West) Tis Hazari Court, Delhi, case 125 Cr.P.C & 2 Executions.

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

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

11. 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 and any time future in all court of law/police station etc.

12. It is agreed between the parties that if either of the parties commits breach of defaults of his mutually agreement settlement after the first motion, if petitioner back out of the amount taken at the time of first motion shall be return to Respondent with 22% PM interest and if Respondent backs out the amount given at the time of first motion shall stands forfeited by the Petitioner.

Both the parties are ready to withdraw all the cases and complaints in any of the courts or police stations.

Other case Or 498(A), 406, 34 IPC & FIR Quashing.

13. The parties have agreed on each and every terms 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 fine/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 of their own free will, consent and without their being any undue pressure, coercion, influence, misrepresentation, or mistaken (both law and fact) in any form whatsoever and the parties agreed that the settlement agreement has correctly recorded the said agreed terms and conditions.”

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. However, the settlement between the parties shall not affect the rights of children born out of wedlock and they shall be at liberty to pursue their rights in accordance with law.

10. In view of the above, FIR no.0163/2017 registered under Section 324/34 IPC at P.S. Baba Haridas Nagar 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

MAY 4, 2023

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