



\$~54

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

+ **CRL.M.C. 4003/2023**

BEENA DEVI

..... Petitioner

Through: Ms. Rashmi Sharma, Mr. Abhinav
Sharma, Advocates.

versus

(STATE) THROUGH SHO PS HAUZ QAZI Respondent

Through: Mr. Digam Singh Dagar, Ld. APP for
the State alongwith SI Bijender
Singh, P.S. Hauz Khas, Delhi.

%

Date of Decision: 30.05.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 15087/2023

Exemption allowed subject to just exceptions.

CRL.M.C. 4003/2023

1. The present petition has been filed for quashing FIR No.29/2017 u/s 406/498A/34 IPC registered with P.S. Hauz Qazi, Delhi and its consequential proceedings.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married son of the petitioner on 01.05.2015 in accordance with the Hindu Rites and Ceremonies. One daughter namely Baby Komal was born from the said wedlock on 14/10/2006. However, on account of temperamental differences and

CRL.M.C. 4003/2023

Page 1 of 4



mental incompatibility, the parties started living separately since May 2012 and instituted multiple litigations against each other and their respective families including the present FIR. He submits that the chargesheet, in this case, has already been filed and the matter is pending before the Learned MM, Tis Hazari Courts, New Delhi.

3. Learned Counsel further submits that the son of the petitioner expired on 14.10.2021. 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 (MOU) dated 10.11.2022.
4. Furthermore, the Learned Counsel for the petitioner submits that since the husband of Respondent no. 2 has already expired and respondent no. 2 has no differences with the petitioner and has voluntarily entered into MOU, therefore, it would be in the interest of justice to quash FIR No.29/2017 u/s 406/498A/34 IPC registered with P.S. Hauz Qazi, Delhi and all the proceedings emanating therefrom.
5. 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.

6. Both parties are present in court and have duly been identified by the IO. Respondent no. 2 submits that she has entered the MOU voluntarily without any fear, force or coercion. She submits that other petitions have already been withdrawn or dismissed. Hence, she has no objection if FIR No.29/2017 u/s 406/498A/34 IPC registered with P.S. Hauz Qazi, Delhi and all the proceedings emanating therefrom are quashed.
7. I have gone through the MOU which has been placed on record. The MOU provides for the following terms and conditions: -

1. That now the first party has no ill will against the second party.

2. That the second party shall file a petition for quashing of aforesaid FIR and first party shall cooperate with the second party in getting said FIR quashed from Hon'ble High Court of Delhi. The parties also agreed that they will not file any case against each other in future.

3. That the said FIR was registered on account of matrimonial differences and after the demise of husband of first party, the first party has the no ill will against the second party.

4. That the parties have understood the terms and conditions of this settlement in their vernacular language with their free will and consent and undertake to remain bound by all the terms



and conditions as mentioned herein and further undertake not to challenge the same in future.

8. It has further been submitted that the parties have signed a joint statement to the effect that the MOU dated 10.11.2022 shall not bind the legal rights, title, and interest of the child namely Baby Komal, in any manner. Baby Komal shall be at liberty to pursue her legal rights in accordance with law.
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 it would be in interest of justice to quash the present FIR as the husband of the Respondent no 2 has already expired.
10. In view of the above, FIR No.29/2017 u/s 406/498A/34 IPC registered with P.S. Hauz Qazi, Delhi and all the other proceedings emanating therefrom are quashed.
11. The present petition along with all the pending applications stands disposed of.

न्यायमेव जयते

DINESH KUMAR SHARMA, J

MAY 30, 2023/K..