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

+ **CRL.M.C. 4266/2023**

SAGAR @ SAGAR KUMAR AND ORS Petitioners

Through: Mr. Vijay Datt Gahtori and Mr.
Priyank Kharkwal, Advs. with
petitioners.

versus

STATE NCT OF DELHI ANR Respondents

Through: Mr. Digam Singh Dagar, APP for
State and SI Sandeep, PS Khyala.
Mr. Tarun Kumar Makhija, Adv. for
R-2.

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Date of Decision: 02.06.2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 16007/2023

Exemption allowed subject to just exceptions.

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1. The present petition has been filed seeking quashing of case FIR No. 165/2021 registered under Sections 498A/406/34 IPC registered at PS Khyala.
2. Learned counsel submits that the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 25.02. 2018 in accordance with

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the Hindu Rites and Ceremonies. However, it has been submitted that on account of temperamental differences and mental incompatibility, the parties started living separately on 25.06.2019. They instituted multiple litigations against each other and their respective families including the present FIR.

3. Learned Counsel 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 02.07.2022. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs 5,50,000/— in full and final settlement of the entire dispute to respondent no. 2/complainant. Pursuant to the settlement, a mutual consent divorce petition was filed and the same was allowed vide decree and judgement dated 30.11.2022 passed by Learned Judge, Family Court, Tis Hazari Courts.

4. 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. 165/2021 registered under Sections 498A/406/34 IPC registered at PS Khyala and all the other consequential proceedings.

5. 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 Rs. 2,00,000/- (Rs. Two Lakh Only) by of DD No. 196604 dated 26.04.2023 in the name of Neha drawn from Punjab National Bank has been handed over in court today. Respondent no. 2 submits that the remaining amount has already been paid and since the terms of the settlement have been complied with and the



marriage between the parties already stands dissolved, she has no objection if FIR No. 165/2021 registered under Sections 498A/406/34 IPC registered at PS Khyala. A no-objection certificate of Respondent No. 2 has also been placed on record.

6. I have gone through the settlement agreement which has been placed on record. The settlement agreement provides for the following terms and conditions

1. That the petitioner and respondents have agreed to dissolve their marriage by mutual Consent in accordance with law provides u/s 13(B) of Hindu Marriage Act.

2. It is agreed between the parties that husband shall pay to the wife a sum of Rs. 5,50,000/- (five lacs Fifty Thousand) as full and final settlement (against istridhan and dowry, maintainence towards past, present and future qua this marriage in four installments by way of DD/Pay order. Rs. 50,000/- Husband/respondent will give on 04.07.2022 at the time of withdrawal of Domestic Violence Case No. 286/2020 by wife/petitioner.

3. It is further agreed between the parties that the husband will pay Rs. 1,50,000/- to the wife at the time of recording of statement of the first motion by way of DD/Pay order.

4. It is further agreed between the parties that the husband will pay Rs. 1,50,000/- to the wife at the time of recording of statement of the Second motion by way of DD/Pay order.

5. It is agreed between the parties that the first motion petition shall be filed on or before 18.07.2022 and the second motion petition shall be filed soon after the completion of the period of statutory period of the order



u/s 13(B)1 of HMA. Parties will file II motion after allowing the 1st Motion by the Hon'ble Court.

6. It is further agreed between the parties that the Husband/Respondent shall pay Rs. 2,00,000/- to the wife/petitioner at the time of recording of statement in quashing of FIR No. 498A/406/34 IPC PS Khayala in Hon'ble High Court of Delhi within 30 days after second motion and wife/petitioner shall co-operate and sign all the necessary affidavit and do the needful in quashing of the said FIR.

7. There is/are No child/children namely NO from this wedlock who is/are living with the _____. It is agreed between the parties that custody will be with _____. The _____ will/will not have visitation right.

8. It is further agreed between the parties that the petitioner/respondent shall withdraw the case which is pending in the Court of Ms. Illa Rawat, Id. Addl. Principal Judge at the time of 1st Motion.

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

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

11. All the members relating to this marriage either civil or criminal are settled and neither the parties nor their relative 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 default of this mutually agreements settlement after the first motion, if wife/petitioner back out of amount taken at the time of First Motion shall be return to Husband/Respondent with



2% p.m. and if Husband/Respondent backs out the amounts given at the time of first motion shall forfeited by the wife/petitioner.

13. The parties have agreed on each and every terms as recorded in the settlement agreement, after carefully reading over and duly understanding and appreciating the content, scope and effects thereof, 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 influence, misrepresentation or mistake (both the law and fact) in any form whatsoever and the parties agreed that the settlement agreement has correctly recorded the said agreed terms and conditions.”

7. It is a settled proposition of law 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 this regard 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. 165/2021 registered under Sections 498A/406/34 IPC registered at PS Khyala and all the other consequential proceedings emanating therefrom are quashed.

10. The present petition along with all the pending applications stands disposed of.

JUNE 2, 2023/AR

DINESH KUMAR SHARMA, J



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