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

+ **CRL.M.C. 4600/2023**

RANJEET SINGH

..... Petitioner

Through: Mr.A.K.Dubey, Adv. with petitioner
in person.

versus

THE STATE AND ANR.

..... Respondents

Through: Mr.Digam Singh Dagar, APP for the
State.
SI Amit Jaglan, PS Palam Village
Mr.Ajit Kumar, Adv. for R-2 with
R-2 in person.

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Date of Decision: 10.07.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 17576/2023 (for exemption)

Exemption allowed subject to just exceptions.

The application stands disposed of.

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1. The present petition has been filed for quashing of FIR no. 0248/2016 dated 14.06.2016 registered under Section 498A/406/34 IPC at PS Palam Village.

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2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 17.05.2013 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 15.09.2022 before counselling cell, Family Courts, Dwarka Court, New Delhi. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs. 6,75,000/- (Rupees Six Lakh Seventy Five Thousand only) 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 02.03.2023 passed by Learned Principal Judge Madhu Jain, Family Courts, South -West Dwarka, New 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. 0248/2016 registered under Section 498A/406/34 IPC at PS Palam Village 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 bearing no.

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868377 dated 24.05.2023 for a sum of Rs.1,75,000/- drawn on Punjab National Bank, Darka Morh, New Delhi -110078 in the name Aaradhya was given to 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 02.03.2023, she has no objection if FIR no0248/2016 registered under Section 498A/406/34 IPC at PS Palam Village 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 his wife a sum of Rs.6,75,000/- (Rupees Six Lakh Seventy Five Thousand only) as full and final settlement (against stridhan and dowry, maintenance towards past, present and future qua this marriage in three installments by way of DD/Pay Order.

3. It is further agreed between the parties that husband will pay Rs.2,50,000/- (Two Lakhs Fifty Thousand) to the wife at the time of recording of the settlement of first motion. It is agreed between the parties that petitioner and respondent shall take divorce by way of mutual consent by way of DD/Pay Order in the name of Preeti Singh if the wife shall .

4. It is further agreed between the parties that husband will pay Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand) to the wife at the time of settlement of second motion by way of DD/Pay Order in the name of Preeti Singh.



5. It is further agreed between the parties that the husband shall pay Rs.1,75,000/- to the wife at the time of quashing of FIR no. 248/16 section 498A/406/34 IPG P.S. Palam Village, Delhi in Hon'ble High Court of Delhi within one month after second motion as wife shall cooperate and sign all the necessary affidavit and do the needful for quashing of FIR and FDR of Rs.1,75,000/- (Rupees One Lakh Seventy Five Thousand) in the name of Aradhya fixed 8 years.

6. It is further agreed between the parties that first motion shall be on or before 15.10.2022 and second motion petition shall be filed soon after the completion of statutory period of the order U/s 13 (B) (1) of HMA. There is/are children namely Aradhya 08 years out of this wedlock who is living with the mother. It is agreed among the parties that the custody' will be with mother. The father has visitation right to meet the daughter once in three months.

7. It is further agreed between the parties that the petitioner will withdraw the case which is pending in the court of Ld. M.M. Ms. Akanksha, District Judge, Tis Hazari Courts, Delhi of the family court U/s 125 Cr.P.C. and Domestic Violence.

8. It is 'further agreed between the parties that they had understood the meaning and conditions of settlement in vernacular.

9. It is further agreed between the parties that they had understood the terms and conditions of settlement in vernacular.

10. It is further agreed between the parties that they shall remain bound with the aforesaid terms and conditions as mentioned in the settlement. 11.All the matter 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 point of time or future in any court of law/police station etc.

12.The above settlement is with respect to all claim of wife, past, present and future, alimony, stridhan, maintenance, pending amount of maintenance, articles, property etc.



13. It is agreed between the parties that if either of the parties breach or defaults the terms of the mutual settlement of first motion if wife breaks out the amount taken at the SN ' time of first motion shall be returnable to husband with 2% interest per month and if husband backs out the amount given at the time of first motion shall stands forfeited by the wife.

14 . 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, threat, payment of the fine/ penalty as mentioned above.

15. 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 , volition and consent and without their 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. Additionally, a joint statement has also been given in court today by the petitioner and respondent no.2 that aforesaid settlement agreement shall not bind the legal rights, title, and interest of the child Baby Aradhya aged about 9 years, in any manner and she shall be at liberty to pursue her legal rights and remedies in accordance with law.

9. 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.

10. 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.

11. In view of the above, FIR no.0248/2016 dated 14.06.2016 registered under Section 498A/406/34 IPC at PS Palam Village and all the other proceedings emanating therefrom are quashed.

12. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

JULY 10, 2023

rb/ aj

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