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

+ **CRL.M.C. 4640/2023 & CRL.M.A. 17719/2023**

PRADEEP KUMAR VERMA & ORS. Petitioners

Through: Appearance not given.

versus

STATE & ANR. Respondents

Through: Mr. Hemant Mehla, APP

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Date of Decision: 11.07.2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 17718/2023

Exemption allowed subject to just exceptions.

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1. The present petition has been filed seeking quashing of case FIR No. 246/2013 under Sections 498A/406/34 IPC and Section 4 of D.P. Act registered at PS Seema Puri.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 21.01.2008 in accordance with the Hindu Rites and Ceremonies. However, on account of temperamental differences and mental incompatibility, the parties started living separately and instituted multiple

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- 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 deed dated 06.05.2023. As per the settlement deed, the parties have resolved all their disputes and are staying together.
 4. 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. 246/2013 under Sections 498A/406/34 IPC and Section 4 of D.P. Act registered at PS Seema Puri 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; ***YashpalChaudhrani 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 settlement voluntarily without any fear, force or coercion. She submits that other petitions have already been withdrawn or dismissed. Both the parties are now residing together since 2015, and Respondent No. 2 has no objection if FIR No. 246/2013 under Sections 498A/406/34 IPC and Section 4 of D.P. Act registered at PS Seema Puri 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. That Sh. Prdeep and Smt. Meenu agrees and acknowledges that upon the execution of the present Deed of compromise, they shall start living as husband and wife within ten days from signing the present deed of Compromise and both the parties further undertake to follow the following terms of the present deed of compromise:

2. Smt. Meenu shall withdraw and assist/cooperate in quashing the FIR No. 246/2013 u/s 468A/406/34 IPC, PS SeemaPuri; and appraise the court(s) about the execution of present Compromise Deed within 6 months of moving together.

3. That Smt, Meenu undertakes that she shall appear before the competent court(s) as and when required In any of the cases filed by him and apprise the court about the execution or the present Compromise.

4. That it is further agreed between the parties that they



will live peace fully with each other at the matrimonial home of the first party.

5. That Sh. Pradeep undertakes that he will not subject the first party to any form of cruelty whether physical, mental, emotional or financial.

6. That it is further agreed between the parties that the second party i.e Sh Pradeep will pay as per his standard or earnings to Smt Meenu as a monthly expenses for herself and for their son Vansh.

7. That Sh. Pradeep and his family members will allow Smt Meenu to meet with her parents and other family members and they shall also pay respect to in laws and their respective relatives.

8. That Sh. Pradeep further undertakes that he will not consume alcohol or other Intoxicating material in future and shall maintain peaceful and harmonious atmosphere at home.

9. That both the parties and their respective family members shall not use past incidents or memories to malign each other image and they shall also avoid future conflicts in life.

10. That both the parties undertake that after signing of the present deed of compromise no party shall violate the above stated terms and if any of the party violates any of such terms then the both the parties are free to explore legal recourses and remedies available to them.

11. That it has been agreed to between the parties herein that the parties shall act upon the terms and conditions of the present Deed of Compromise Deed, immediately upon it execution.

12. That this settlement recorded in this Deed is



Irrevocable and shall be binding on both the parties with the same terms and conditions as mentioned above and if the parties failed to comply the terms and conditions of the present compromise deed the compromise deed shall become null and void.

13. That the parties hereto have entered and executed the present Deed of Compromise without any force, fraud, undue influence or coercion and the parties have voluntarily, of their own free will and accord, consented to enter and execute the present Deed of compromise in presence of their respective parents. The present agreement and its covenants have been explained in local vernacular to both the parties and they acknowledge that they have fully understood the same and accept it to be true and correct and as per their intent and desire.”

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 since they are residing together, 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. 246/2013 under Sections 498A/406/34 IPC and Section 4 of D.P. Act registered at PS Seema Puri and all the other proceedings emanating therefrom are quashed.
10. The present petition along with pending application stands disposed of.



JULY 11, 2023/AR

DINESH KUMAR SHARMA, J



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