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

+ **CRL.M.C. 4768/2023, CRL.M.A. 18242/2023**

SANJAY & ORS.

..... Petitioners

Through: Mr. A.K. Sinha, Adv. with
petitioners.

versus

THE STATE (GOVT. OF NCT OF DELHI)

..... Respondent

Through: Mr. Hemant Mehla, APP and SI
Bachu Ram, PS Tigri.

Mr. Vimal Sharma, Adv. with R-2.

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Date of Decision: 17.08.2023.

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 under Section 482 Cr. PC seeking quashing of FIR No310/2021, dated 13/08/2021 registered under section 498A/406/34 IPC at PS: Tigri (South) Delhi and all the proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 12.12.2018, in accordance with the Hindu Rites and Ceremonies in Delhi. One child was born out of the said wedlock namely Priyanshi. However, on account of

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temperamental differences and mental incompatibility, the parties started living separately on 14.01.2020 and instituted litigation against each other. He submits that the chargesheet in this matter has already been filed and is pending before Ld MM. Anuradha Prasad, Saket Court, New Delhi.

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 28.09.2021. As per the settlement it has been agreed between the parties that the petitioner shall pay a sum of Rs.7,00,000/- (Seven Lakhs Only) as a full and final settlement, Out of which Rs 4,50,000/- (Two Lakhs only) has been paid and today DD No. 027889 in the name of Shalu dated 11.08.2023 amounting to Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand only) drawn from HDFC Bank.
4. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 03.11.2022 passed by Learned MM. Shunali Gupta, Family Court, Saket Court.
5. 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 FIR No 310/2021, dated 13/08/2021 registered under section 498A/406/34 IPC at PS: Tigri (South) Delhi and all the proceedings emanating therefrom and all the proceedings emanating therefrom.



6. Parties have now settled the matter vide compromise-cum-settlement deed dated 28.09.2022 on the following terms and conditions:

“A. That, both the parties to this Memorandum of Understanding are willing and ready to give divorce to each other with their own sweet will and choice and without any pressure coercion or threat etc. from any corner.

B. That, after executing this Memorandum of Understanding both the parties would be at liberty to convey their life as per their will and wish hence no party will have the objection to the personal activities of other party after divorce.

C. That it is settled between both the parties that all the disputes arise between the parties have been settled amicably before the family members, friends and relatives of both the parties, as per the following terms and conditions:-

i. It is agreed between the parties that since there is no chance of their re-union, they will part their ways by seeking decree of divorce by mutual consent.

ii. It is also agreed between the parties that the second party Sh. Sanjay will pay to the first party Smt. Shalu, a total sum of Rs.7,00,000/- (Rupees Seven Lakhs only) in full and final settlement towards all her claims arising out of the marriage between the parties including maintenance, past, present and future permanent alimony, stridhan and dowry articles. The stridhan will return by the second party to the first party before filing the First Motion Petition.

iii. It is agreed between the parties that the above mentioned settlement amount of Rs.2,00,000/- (Rupees Two Lakhs only) shall be paid by the second party to the first party at the time of recording the statements of first motion petition.

iv. It is agreed between the parties that the above mentioned



settlement amount of Rs.2,50,000/- (Rupees Two Laths Fifty Thousand only) shall be paid by the second party to the first party at the time of recording the statements of Second motion petition.

v. That It is agreed between the parties that the above mentioned settlement amount of Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) shall be paid by the second party to the first party at the time of filing the Quashing Petition in case vide FIR No. 310/2021, P.S. Tigri, New Delhi, U/s.498-A/406/34 IPC.

vi. It is also agreed between the parties that they will not file any civil/criminal case pertaining to their marriage and/or with regard to the movable or immovable property/properties.

vii. That it is also settled that after the said settlement, the said daughter Priyanshi will be remain under the care and custody of the first party/mother Smt. Shalu in future and the second party has no relation/visiting rights to meet the said child in future.

viii. That it is settled between both the parties that all the cases filed by each other will withdraw before filing the second motion petition.

D. That, after divorce, both will have liberty to convey their life as per their wish and will and that both the parties will have right and choice to marriage with the spouses of their choices.

E. That, both the parties will be bound with the terms and conditions of this Memorandum of Understanding infringement thereof by any party will be subject to prosecution against him by other party.”



7. The parties have signed a joint statement to the effect that the settlement deed shall not affect the rights of the child in the future
8. Both parties have duly been identified by the IO. Respondent No. 2 submits that she has entered into the settlement voluntarily without any fear, force, or coercion. She submits that other petitions have already been withdrawn or dismissed. And since the parties have amicably settled, she has no objection to quash FIR No 310/2021, dated 13/08/2021 registered under section 498A/406/34 IPCat PS: Tigri (South) Delhi and all the proceedings emanating therefrom.
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 offences 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 310/2021, dated 13/08/2021 registered under section 498A/406/34 IPC at PS: Tigri (South) Delhi and all the proceedings emanating therefrom are quashed.
12. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

AUGUST 17, 2023/AR

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