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

+ **W.P.(CRL) 2067/2023**

VARUN KHANNA AND OTHERS

..... Petitioners

Through: Mr. Arjun and Mr. Pravin Kumar P.,
Advts.

versus

THE STATE AND ANOTHER

..... Respondents

Through: Mr. Sanjeev Bhandari, ASC for State
and ASI Kewal Singh, PS Vivek
Vihar.

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Date of Decision: 24.07.2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 19170/2023

Exemption allowed subject to just exceptions.

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1. The present petition has been filed under Section 482 Cr. PC seeking quashing of FIR No, 743/2022, dated 27/12/2022 registered under section 498A/406/506/34 IPC at Vivek Vihar, Delhi and all the proceedings emanating therefrom.

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2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 04.12.2015, in accordance with the Hindu Rites and Ceremonies in Delhi. No child was born out of the said wedlock. However, on account of temperamental differences and mental incompatibility, the parties started living separately on 27.01.2022 and instituted litigation against each other.
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 08.04.2023. As per the settlement it has been agreed between the parties that the petitioner shall pay a sum of Rs.50,000/- (Fifty Thousand Only) as a full and final settlement, and today the sum of Rs.50,000/- in cash is handed over to the respondent No.2.
4. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 22.05.2023 passed by Principal Judge. Ajay Pandey, Family Court, Karkardooma Courts.
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 to quash FIR No, 743/2022, dated 27/12/2022 registered under section 498A/406/506/34 IPC at Vivek Vihar, Delhi and all the proceedings emanating therefrom.



6. I have gone through the settlement which has been placed on record dated 08.04.2023. The settlement agreement provides for the following terms and conditions:

“1. That the parties have been living separately from each other since from 27.01.2022 with mutual consent and have decided to live separately from each other.

*2. That both the parties have amicably settled/compromise their all disputed claims towards Stridhan, jewellery, maintenance (past, present and future) and permanent alimony. It has been agreed that Second Party shall return all the items of First Party i.e. Bed, Almirah, Dressing Table, Fridge, LCD, Microwave, Filter, Washing Machine, Geyser, Watches, clothes, Blanket, Utensils and all Kitchen Items **after signing of M.O.U and before filing of first motion.***

3. Second party shall return LIC bond papers and education certificates file of first party at the time of first motion.

*4. Second Party shall return the items of gold i.e., one Mangal sutra, one pendent, one chain, one earring pair, two rings, one Varun's ring, one nose ring and all the silver item **at the time of second motion.***

5. First party shall not claim any amount from the second party in future of any type and kinds regarding her Stridhan, Maintenance (present, past, future) and permanent alimony after taking the mutual divorce

4. That both parties are agree to withdraw all the cases/ complaints pending in the court of law in following manner-

a) First Party shall withdraw both the cases filed under section 12 D.V. Act in Ct. no.- 1191/2022 in the court of Ms.



Isra Zaidi, M.M. (Mahila Court), Shahdara District, fixed for 03.07.2023. Another case is filed under section 125 CrPC case no. MT 684/2022 in the court of Sh. Ajay Pandey, Additional Principal Judge, Family Court, Shahdara District, Karkardooma Court, Delhi fixed for 28.04.2023 after recording the statement of first motion under section 13(B)(1) HMA and before recording the statement of second motion under section 13(B)(2) HMA.

b) Second party shall withdraw the case filed under section 138 Negotiable Instrument Act 1881, Cc no. 402/2022, case title-Varun Khanna vs. Anita in the court of Sh. Vaibhav Pratap Singh, Metropolitan Magistrate, Tis Hazari, Delhi fixed for 25.05.2023, after recording the statement of first motion under section 13(B)(1) HMA and before recording the statement of second motion under section 13(B)(2) HMA.

c) That First Party shall Quash the FIR- 743/2022, U/S- 498/406/34 IPC, P.S- Vivek Vihar after recording the statement of first motion under section 13(B)(1) HMA and before recording the statement of second motion under section 13(B)(2) HMA at the time of the quashing second party shall pay the amount Rs. 50,000/- to the First party.

d) That the second party shall move an application U/S 438 of Code Of Criminal Procedure 1973 of anticipatory bail before the Hon'ble District & Session judge and both the parties corporate to each other at the time of proceeding, No objection shall be raise by the first party at the time pursuance.

4. The terms and conditions mentioned in the settlement have been understood in vernacular the above said statement is arrived at between the parties out of their own will, volition and consent and without there being any undue



pressure, coercion, influence, misrepresentation or mistake (both of law and facts), in any form whatsoever and the parties agreed that the settlement/agreement has been correctly recorded as per the agreed as above terms and conditions.

5. That the both parties undertake that they will not file any complaint, case, claim, petition and any property case against each other in future.

6. That since today both the parties shall not interfere in the life of each other.”

7. Both the 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. And since the parties have amicably settled, she has no objection to quash FIR No. 743/2022, dated 27/12/2022 registered under section 498A/406/506/34 IPC at Vivek Vihar, Delhi and all the proceedings emanating therefrom.
8. 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.

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 they should be given an opportunity to lead their lives peacefully. No purpose will be served in continuing with the trial.
10. In view of the above, 743/2022, dated 27/12/2022 registered under section 498A/406/506/34 IPC at Vivek Vihar, Delhi and all the proceedings emanating therefrom.
11. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

JULY 24, 2023/AR