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

+ W.P.(CRL) 2075/2023

MANOJ VERMA & ORS.

..... Petitioner

Through: Mr.Vikas Bhatia, adv. (through VC)
With Mr.Arvind, Adv.

versus

STATE NCT OF DELHI & ANR.

..... Respondents

Through: Mr.Anand V.Khatri, ASC (crl.) for
the State.

SI Rahul Bisht, PS Jagatpuri

Ms.Jyoti Verma, Adv. for R-2.

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Date of Decision: 25.07.2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 19244/2023 (exemption)

Exemption is allowed subject to all just exceptions.

Application stands disposed of.

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1. The present petition has been filed under Section 482 Cr. PC seeking quashing of FIR No 281/2020, dated 05/11/2020 registered under section 498A/406/34 IPC at PS Jagat Puri, 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 25.07.2015, in accordance with the Hindu Rites and Ceremonies in Delhi. One child was born out of the said wedlock namely Soma. However, on account of temperamental differences and mental incompatibility, the parties started living separately on 20.06.2019 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 20.08.2021. As per the settlement it has been agreed between the parties that the petitioner shall pay a sum of Rs.3,00,000/- (Three-Lakhs Only) as a full and final settlement, Out of which Rs 2,00,000/-(Two Lakhs only) has been paid and today a demand draft No.588827 dated 02.05.2023 in the sum Rs. One Lakh drawn on the State Bank of India, Krishna Nagar in the name of Priya Verma has been handed over to the respondent no.2. in court today.
4. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 22.05.2022 passed by Learned MM. Ajay Pandey, Family Court, Dwarka 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 to FIR No 281/2020, dated 05/11/2020 registered under section 498A/406/34 IPC at PS Jagat Puri, Delhi and all the proceedings emanating therefrom.



6. Parties have now settled the matter vide compromise-cum-settlement deed dated 20.08.2021 on the following terms and conditions:

1. *That both parties had agreed to dissolve their marriage by Decree of Divorce by Mutual Consent.*
2. *That the second party has settled all their claims, grievances with the first party for a sum of Rs.3,00,000/- (Three Lac only) as full and final and the first party undertake to pay Rs 1,00,000/-at the time of first motion and Rs.100,000/- time of second motion balance amount Rs.1,00,000/-at the time of quashing of FIR Bearing no.0281/2020, P.S Jagatpuri, u/s 498A/406/34 IPC as full and final settled amount.*
3. *That the second party undertakes that she shall not claim any maintenance in future from the first party.*
4. *That after the dissolution of marriage that second party shall not claim any amount as maintenance/alimony, past, present or future, any istridhan for herself from the first party.*
5. *That it is further agreed between the parties that the custody of minor daughter somya verma will remain with the second party till the decree of divorce and all expenses /education and upbringing expenses shall be borne by the first party and after the divorce the custody of minor daughter will be remain with first party and the first party undertake to bear all upbringing/ education expenses in future.*
6. *That the first party and second party shall have the visiting right of the children thrice in a week and the time of meeting will be decided by the parties mutually as per the convenience of the children and it shall be communicated to the other party and in summer vacations or in winter vacation in weekends, the party shall have the right to share the holidays with the children in equal proportion*
7. *That second party undertake to cooperate with first party at time of quashing of FIR No 0281/2020, P.S Jagatpuri, u/s 498A/406/34 IPC and will give no objection and if any party non- fill or denied to cooperate they have right to peruse as per law.*
8. *That both the parties and their respective family members undertakes not to claim any right, titles or interest of any nature, whatsoever the movable/immovable property of either parties or it being acquired or to be acquired by them in their life time or any point of time.*



9. *That the second party undertakes not to claim any maintenance/ alimony(Past, Present, Future) from the first party and further that both the parties shall not interfere in the life of each other after dissolution of marriage.*
 10. *That both the parties undertake not to file any complainant or counter allegation upon each other and if any party have file any complainant prior to this settlement which is not in knowledge of each other shall be declare as null and void after this settlement.*
 11. *That if any of the parties has filed any complaint / case (civil, criminal or matrimonial) which is not in the knowledge of any of the parties in any court of law, police or any other authority either in New Delhi or any Part of India then it shall be deemed to be considered as compromised and withdrawn and shall not have any legal effect.*
 12. *That the parties are executing this Compromise Deed after understanding of the same in vernacular and voluntarily without pressure, threat or coercion in the presence and relatives of the parties and respectable persons of the society.*
 13. *That the parties shall be bound with the terms and conditions of this Compromise Deed, they shall not challenge the terms and conditions of the Compromise Deed and they shall not violate the terms and conditions of the compromise deed before any police authority, and Court of law.*
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 281/2020, dated 05/11/2020 registered under section 498A/406/34 IPC at PS Jagat Puri, 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 281/2020, dated 05/11/2020 registered under section 498A/406/34 IPC at PS Jagat Puri, 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

JULY 25, 2023

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