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

+ CRL.M.C. 3462/2022

SAMIR SIDDIQUI & ORS. Petitioners

Through: Petitioner no.1 in person.

versus

THE STATE GOVT. OF NCT OF DELHI AND ANR.

..... Respondents

Through: Mr.Raghvinder Verma, APP for the
State.
SI Rahul, PS Geeta Colony,
Mr.Shubhang Sharma, Adv. for R-2.
Respondent no.2 in person (through
VC)

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Date of Decision: 15.03.2023

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 for quashing FIR no.618/2022 registered under Section 379 IPC at PS Geeta Colony.
2. Briefly stated facts of the case are that an FIR was lodged on the statement of Respondent No.2 alleging therein that at the time of her marriage, her family had gifted her an I-20 Car but the petitioners ran away from flat no. 301, Taj Enclave and also took the car with them alongwith her other material. On this complaint FIR no.618/2022 under section 379 IPC was lodged.

3. Today, petitioner no.1 in person and respondent no.2 (through video conferencing) have appeared. Respondent no.2 states that now she has entered into as settlement. The Memo of Understanding dated 24.07.2022 has been executed between the parties. Perusal of MOU indicates that there are other cases pending between the parties. The relevant terms of the MOU are reproduced as under:

“10. It is further agreed that the second party shall cooperate with the first party and his family members in getting the FIR bearing No.618/22 PS Geeta Colony u/S 379 IPC, quashed before the Hon'ble High Court of Delhi and shall also give supporting affidavit to be filed alongwith the petition u/s 482 Cr.P.C. on 25.07.2022 before the Oath Commissioner in the premises of Hon'ble High Court of Delhi at New Delhi.”

11. It is undertaken by the first party that he shall handover the i20 Sports car Red Color Hyundai bearing number plate DL-9CM-7573 purchased on 29.11.2014 and Honda CBZ bike Black Color, kept in the stilled parking of M Block, Taj Enclave, Geeta Colony, Delhi-110031 purchased in the year 2007, after. completion of proceedings before Darul Qaza, which was given by the family of the Second Party to the First Party. It is further undertaken by the First Party that the above mentioned vehicles have not been involved in any illegal activity and or has no outstanding penalty, if found otherwise, the first party shall be held responsible and shall make good the losses to the second party.

12. It is agreed, undertaken and decided between both the Parties that apart from the above mentioned complaint(s) / suit(s) / proceeding(s) / claim(s), if there are any other complaint(s) / suit(s) / proceeding(s) / claim(s), filed by either of the ' Parties against each other and/or their family members, shall also' be withdrawn.”

13. *It is agreed, undertaken and decided by both the Parties that apart from what has been mentioned in 'Annexure A and B', the Second Party is not entitled to anything else from the First party and his family members. It has been explicitly agreed between the parties that this shall be considered as the full and final settlement (past, present & future). That after the signing of the present MOU, the Second party shall be left with no claim towards alimony, maintenance, dowry, istridhan or jewellery (past, present or future), and there is no alimony to be given to the Second Party by the First Party.*

18. *It is agreed and undertaken by both the Parties that they will co-operate with each other for hassle-free giving and taking of articles in Delhi as per 'Annexure A and B'. It is further agreed that the Second Party shall pay a sum of Rs.1,89,500/- by way of cheque bearing No.000064 drawn on HDFC Bank, from her account No.50100114142650 in favour of the First Party and assures that the cheque is good for encashment, however, the First Party shall present the same only after the quashing of E-FIR No. 618/2022 u/s 379 IPC, e-Police Station Geeta Colony, New Delhi. It is further agreed that the First Party shall also pay a sum of Rs.63,500/- by way of cheque bearing No.078916 drawn on SBI Bank, from his account No.31986924634 in favour of the Second Party and assures that the cheque is good for encashment, however, the Second Party shall present the same only after the quashing of E-FIR No. 618/2022 u/s 379 IPC, e-Police Station Geeta Colony, New Delhi."*

4. Learned APP submits that as per instructions of IO an untraced report has been filed. The present case has arisen out of the matrimonial dispute which is now settled. There is also a specific settlement regarding the present case, which has been accepted by the parties.
5. Section 482 Cr.P.C. acknowledges the inherent power of the high court

to secure the ends of justice. In cases where the offences are not compoundable in nature, the parties on account of an amicable settlement invoke the inherent power under Section 482 Cr.P.C. for quashing the proceedings on the plea that continuance thereof would merely be an abuse of process of law.

6. It has repeatedly been held by the Apex Court that in the matrimonial disputes, if the parties have settled the matter between themselves amicably, it is the duty of Courts to encourage the same. Reliance can be placed on *B.S. Joshi v. State of Haryana*, (2003) 4 SCC 675; *Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another*; 2019 SCC OnLine Del 8179.
7. I consider that there would be no purpose of continuing with the trial as the parties have entered into the settlement voluntarily without any fear, force and coercion, and have decided to give quietus to the proceedings.
8. In view of the above circumstances the FIR no.618/2022 registered under Section 379 IPC at PS Geeta Colony along with all the other proceedings emanating therefrom are quashed
9. The petition stands disposed of.

DINESH KUMAR SHARMA, J

MARCH 15, 2023

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