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

+ **CRL.M.C. 5284/2023**

**BINKU SACHDEVA KAUR @ GURNEET SINGH AND ORS**

..... Petitioners

Through: Mr. Abhay Anand and Mr. Bipin  
Kr.Jha, Advs. with petitioner No.1 in  
person.

versus

**STATE AND ANR**

..... Respondent

Through: Mr.Digam Singh Dagar, APP for the  
State with ASI Mahesh Kumar, PS  
CWC Nanak Pura.

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*Date of Decision: 01.08.2023*

**CORAM:**

**HON'BLE MR. JUSTICE DINESH KUMAR SHARMA**

**J U D G M E N T**

**DINESH KUMAR SHARMA, J. (Oral)**

Exemption is allowed subject to all just exceptions.

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1. The present petition has been filed for quashing of FIR no. 84/2016 registered under Section 498A, 406 and 34 IPC at PS Crime (women) Nanakpura, Delhi.

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2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 24.04.2005 in accordance with the Sikh//Hindu Rites, Customs and Ceremonies. From the wedlock two children were born namely Master Arik (D.O.B.-11.07.2006) and Baby Aina (D.O.B.-20.02.2011). However, it has been submitted that, on account of temperamental differences and mental incompatibility, the parties have been living separately since 08.03.2015 and instituted the present FIR. The parties after marriage settled in Barcelona, Spain.

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 Memorandum of Understanding dated 22.03.2023.

4. It has further been submitted that the petitioner has filed a petition for divorce in Spain and got ex parte decree of divorce vide order dated 08.05.2017.

5. The Learned Counsel for the petitioners, therefore, submits that since the parties have resolved all their differences amicably; it would be in the interest of justice to quash FIR no. 84/2016 registered under Section 498A, 406 and 34 IPC at PS Crime (women) Nanakpura, Delhi, and all the proceedings emanating therefrom.

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 She submits that other petitions have already been withdrawn or dismissed. And she has no objection if FIR no. 84/2016 registered under Section 498A, 406 and 34 IPC at PS Crime



(women) Nanakpura, Delhi, 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:

I. That First Party agrees to pay Rs.1,10,000/- per month to the Second Party as a maintenance for the Second Party and both the Children on every 5<sup>th</sup> day of English calendar month till 11.07.2024 that is the day Master Arik attains the age of majority. It has been further agreed between the parties that after 11.07.2024, Rs. 55,000/- only which is 50% Of Rs. 1,10,000/-will be paid by the First Party to the Second Party towards the maintenance of Baby Aina till she attains majority i.e. 20.02.2029.

II. It has been made clear to the Second Party by the First Party that no maintenance will be paid to her after 11.07.2029, however the First Party will remain liable for all the expenses incurred upon the education of both the children even after their attaining majority as all their legal rights will remain intact in the First Party.

III. That the Second Party has further agreed that she will co-operate the First Party in filing of petition and making an statement before the Hon'ble High Delhi Court of Delhi for quashing of F.I.R. No. 84/2016, u/s PS. CAWC.N Pura 1 498-A/406/34 I.P.C. pending in the Court of Ms. Deepika Goyal Shokeen, MM. SW, Dwarka, New Delhi. And, if the Second Party fails to co-operate in getting the said FIR quashed, the present agreement/MOU will automatically become null and void.

IV. That the First Party has agreed to withdraw Guardianship Petition No. 02/2020, pending in the Court of Sh. M.P.Singh, Judge, Family Court, Central, Delhi.



V. That the Second party has agreed for visiting rights of the First Party to meet the children as and when the First Party visits India. The Second Party has further agreed that the First Party can call and talk to his children whenever he wishes, subject to availability of the children.

VI. That the Second Party has further agreed that she can go to Spain with the children on request of the First Party during summer Vacation and the First Party will bear all the expenses.

VII. That the First Party has agreed and undertake to sign and execute any documents required for the welfare, academics and career of the children and make him available before any authority being father of the children, as and when required to do so.

VIII. That after entering into the present agreement, both the parties will not interfere in the life of each other, in any manner, whatsoever.

IX. That the parties to the present agreement shall also withdraw/quashing all the cases/complaints, if any, filed by them against each other and their respective families and both of the parties have also agreed to not to file any other suit, maintenance petition, claim, complaints or any other litigation against each other.

X. It has been further agreed between the parties that if either of the parties commits breach or default of this mutually agreed settlement, both the parties have right to initiate legal proceedings against each other for willful default.

X. Both the parties to the present agreement shall remain bound by the terms and conditions of the present MOU and if any party backs out from the terms and condition of the present agreement, then the other party will have every right to proceed against the defaulting party as per law.



8. It is submitted that as per this settlement; the petitioner shall pay Rs.1,10,000/- on the 5<sup>th</sup> of every month to the respondent no. 2 till July 2024 and thereafter shall pay her Rs. 55,000/- on the 5<sup>th</sup> of every month till February 2029.

9. Both the parties have also made a joint statement in court that this settlement shall not affect the right, title or interest of their two children namely, Master Arik (D.O.B.-11.07.2006) and Baby Aina (D.O.B.-20.02.2011) born out of said wedlock in any manner.

10. 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; ***Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another***, 2019 SCC OnLine Del 8179.

11. 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.



12. In view of the above, FIR no. 84/2016 registered under Section 498A, 406 and 34 IPC at PS Crime (women) Nanakpura, Delhi and all the other proceedings emanating therefrom are quashed.

13. The present petition along with all the pending applications stands disposed of.

**DINESH KUMAR SHARMA, J**

**AUGUST 1, 2023**

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