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

+ **CRL.M.C. 5440/2023**

RAVI KUMAR ALIAS RAVI GUPTA AND ANR..... Petitioners

Through: **Mr. Ajit Singh, Adv.**

versus

THE STATE NCT OF DELHI & ANR. Respondents

Through: **Mr. Hemant Mehla, APP for the State
with SI Ankur, PS Nihal Vihar.**

Mr. Suman Suri, Adv. for R-2

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Date of Decision: 23rd August, 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. 20612/2023 (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 bearing No. 330/2022 registered at PS Nihar Vihar, under Sections 308/323/34 IPC.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 06.09.2021 in accordance with the Hindu Rites and Ceremonies and this was a second marriage for both the parties. However, on account of temperamental differences and mental incompatibility, the parties started living separately in November 2021 and instituted multiple litigations against each other and their respective families including the present FIR.
3. FIR was lodged on the statement Respondent No. 2 alleging therein that she got married on 6th September 2021 and started living with the petitioner no. 1 along with her two children at House No. G-176 Teacher Nagar Nangloi Delhi. Soon after the marriage, Petitioner No. 1 used to fight with the complainant and her daughter. They had a rift and she wanted to get separated from Petitioner no 1. She had entered into an agreement that when she vacated the house, petitioner No. 1 would give her Rs 2.5 lakh. On 02.02.2022, the complainant was sitting on the terrace with her daughter Pari at 1 PM, then the petitioner No. 1 and his first wife's son Deepak, both came on the terrace and asked why the room was locked. Complainant told that her household items are kept in that room and they will vacate the house in 8-10 days. On this, Deepak hurt the complainant and her daughter



Pari on the head with an iron rod due to which complainant and her daughter got hurt on their head, ear, and leg. Thereafter Petitioner No. 1 pushed the complainant from the stairs and assaulted them with his fist. This resulted in the registration of the present FIR.

4. 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 31.03.2022. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs. 2,60,000/- (Two lakh sixty thousand rupees) in full and final settlement of the entire dispute to respondent no. 2/complainant.
5. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 27.05.2023 passed by Learned Principal Judge, Family Court, Central District, Tis Hazari, Delhi.
6. 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 FIR bearing No. 330/2022 registered at PS Nihar Vihar, under Sections 308/323/34 IPC and all the proceedings emanating therefrom.
7. I have gone through the settlement which has been placed on record. The settlement agreement provides for the following terms and conditions:



“1. That the first party has agreed to pay Rs.2,60,000/- (Rupees Two Lacs Sixty Thousand only) towards full and final settlement amount to the second party.

2. That the first party shall pay a sum of Rs.1,00,000/- vide D.D. No. 137739716 drawn on Indian Overseas Bank, Nangloi Branch, Delhi dated 24.03.2022 to the second party and at the time of execution of the present MOS and same day the second party shall vacate her possession along with her children in property bearing no. G-176, Adhyapak Nagar, Nangloi, Delhi-110041 belonging to the first party. The copy of present MOS would be submitted before the Police Station Nihal Vihar, by the Second Party possibly within a week.

3. That the first party shall pay Rs. 40,000/- (Rupees Forty Thousand only) out of the total settled amount to the second party at the time of expiry of one year from the date of separation of both the parties i.e. 05.11.2021 when both the parties will move for mutual divorce petition and record their statement U/s 13-B(1) of H.M.A. before the competent court of law.

4. That the first party shall pay Rs. 40,000/- (Rupees Forty Thousand only) to the second party at the time of recording of statement of second party of mutual divorce U/s 13-B(2) of H.M.A. before the competent court of law.

5. That the first party shall pay a sum of Rs.80,000/- (Rupees Eighty Thousand only) to the second party at the time of quashing of above mentioned FIR before the Hon'ble High Court of Delhi at New Delhi. However, it is pertinent to mention here that if the police files cancellation report of above mentioned FIR then the first party shall pay the above said amount i.e. Rs. 80,000/- to the second party. The second party undertakes not to co-operate for filing cancellation report before the concerned police officials. The second party also undertake not to pursue the above stated FIR. However, due to



any reason and prevailing circumstances, if the police files chargesheet in the above sated FIR and the Ld. Trial Court takes cognizance and frames charge against the first party then the second party would not pursue the above stated FIR. The first party is bound to pay the balance i.e. Rs. 80,000/- to the second party either at the time of quashing of FIR or at the time of filing of cancellation report by the police or at the time of recording of evidence by the second party before the trial court.

In case the cancellation report is not filed by the police or otherwise the case would still pending then after the order on first motion petition is allowed the parties would approached Hon'ble Delhi High Court for quashing of above mentioned FIR.

- 6. That both the parties shall live separately with their respective children without any interference from any side.*
- 7. That both the parties shall withdraw their respective claim(s), complaint(s), Case(s) etc. before the competent authority if filed by them against each other after payment of first installment as mentioned in para no. 2 hereinabove.*
- 8. That none of the parties including their family members shall indulge in violence against each other. The second party shall not file, institute and claim any compensation, maintenance, stridhan for her children against the first party after all the above said claims have been duly settled vide this MOS. Similarly, both the parties shall also undertakes not to file or initiate any civil or criminal litigation against the second party in any court of law except the Mutual Divorce Petition as mentioned above as both the parties have settled their claims.*
- 9. That in case, any of the parties hereinabove, violates any terms and conditions, then the party at default shall pay a sum of Rs. 2,60,000/- (Rupees Two Lacs Sixty Thousand only)*



alongwith legal expenses paid upto the present litigation(s) as penalty to the other party to this agreement which shall liable to be claimed by the legal recourse under the provisions of law.

10. That all the expenses incurred or to be incurred towards the final satisfaction of this MOS i.e. towards the present MOS or towards the filing of mutual divorce petition U/s 13-B(1) and 13-B(2) and quashing/cancellation of above said FIR shall be borne by the first party."

8. In terms of the above settlement, out of the total amount of Rs.2,60,000/- the remaining amount of Rs. 80,000/- is paid today by way of DD bearing No. 773760 in the name of Mrs. Karuna drawn on Indian Overseas Bank.
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 offenses after considering the nature of the offense 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. Both parties are present in court and have duly been identified by the IO. Respondent No. 2 submits that it was the second marriage and



therefore some disputes regarding the payment of Rs.2.5 lakhs were there and further submits that she has entered the settlement voluntarily without any fear, force, or coercion. It has also come to notice that Respondent No. 2 had suffered abrasions, therefore offense under Section 308 IPC was attributed as she was assaulted by Petitioner. As per MLC, there were Abrasions over the Right Ear and Right hand and Abrasions over the (R) Leg. It seems that the incident had occurred at the spur of the moment, and it was not a pre-meditated assault. Moreover, Respondent No. 2 submits that she was discharged on the same day. It is doubtful that whether Section 308 IPC will actually be attributed or not in view of the nature of injuries.

11.It has repeatedly been held by this court and the Hon'ble Supreme Court that if there is a trivial dispute between the parties and they have settled the matter amicably, it is desirable to put a quietus to the matter in dispute. It has also been held that merely because the FIR is registered under Section 308 IPC, it would not debar the court from quashing the FIR. The court has to look at the nature of injuries and all the attendant circumstances.

12.Since the marriage between the parties has also been dissolved by a decree of divorce by mutual consent order/judgment dated 27.05.2023, Respondent No. states she has no objection if FIR bearing No. 330/2022 registered at PS Nihar Vihar, under Sections 308/323/34 IPC, and all the proceedings emanating therefrom are quashed.



13. 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.
14. In view of the above, FIR bearing No. 330/2022 registered at PS Nihar Vihar, under Sections 308/323/34 IPC and all the other proceedings emanating therefrom are quashed.
15. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

AUGUST 23, 2023

Pallavi