



\$~79

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

+ CRL.M.C. 5557/2023, CRL.M.A. 21003/2023

AJAY KUMAR SHAW & ORS. Petitioners

Through: Mr.Akshay, Adv. with petitioners
no.1 in person and other petitioner
through VC

versus

THE STATE & ANR. Respondents

Through: Mr.Digam Singh Dagar, APP for the
State.
SI Vishvendra Singh, PS Mayur
Vihar
Mr.Karan Dua, Adv. for R-2 with R-2
in person.

%

Date of Decision: 13.09.2023

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 under section 482 Cr.P.C seeking quashing of FIR No. 73/2019 dated 10.03.2019 registered under Section 498A/406/34 IPC at PS Mayur Vihar, Delhi and all the proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent

CRL.M.C. 5557/2023

Page 1 of 6



no.2/complainant married petitioner no.1 on 11.05.2014, in accordance with the Hindu Rites and Ceremonies in Delhi. No child was born out of the said wedlock namely. However, on account of temperamental differences and mental incompatibility, the parties started living separately and instituted multiple litigations against each other and their respective families including the present FIR.

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 17.05.2023. As per the settlement it has been agreed between the parties that the petitioner shall pay a sum of Rs.22,00,000/- (Twenty-two lacs Only) as a full and final settlement, and out of which Rs.10,00,000/- (Ten Lacs only) has been made by the petitioner through RTGS and has been received by 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 19.10.2022 passed by Ld. Principal Judge, Family Court, Saket 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 quash FIR No. FIR No. 73/2019 dated 10.03.2019 registered under Section 498A/406/34 IPC at PS Mayur Vihar, Delhi and all the proceedings emanating therefrom.



6. I have gone through the settlement dated 17.05.2023, which has been placed on record, terms and conditions of which read as under:

- a) *That it has been agreed between the first party and second party that they will resolve all their disputes qua their marriage and the second party shall pay a full and final settlement amount of Rs. 22,00,000 / - (Rupees Twenty two Lacs only) to the first party via bank transfer/ Demand Draft/NEFT/RTGS, towards her permanent alimony and maintenance (past, present and future).*
- b) *That it has been agreed between the parties out of the above said amount of Rs. 22,00,000/- (Rupees Twenty Two Lacs only) the second party is paying an amount of Rs. 6,00,000/- (Rupees Six Lacs) to the first party today i.e 17.05.2023 through bank transfer while withdrawing the present appeal . bearing no. MAT.APP.(F.C.) 23/2023. .*
- c) *That it has also been agreed between both the parties that the first party would withdraw the complaint case bearing no. CC/3107 /2018 u/s 12 of Protection of Women from Domestic Violence Act which is pending adjudication the Hon 'ble Court of Ms. Shazad Halima Sadiya, M.M. Mahila Court, Karkardooma Courts Complex, East Delhi which is listed next on 08.07.2023 and upon such withdrawal the second party shall pay another amount of Rs. 6,00,000/- (Rupees Six Lacs) to the first party as the second instalment.*
- d) *It has also been agreed between the parties that out of the above said amount of Rs. 22,00,000/- (Rupees Twenty Two Lacs only) the second party shall pay the further amount of Rs. 6,00,000/- (Rupees Six Lacs) to the first party as third instalment upon quashing of FIR bearing registration no.73/2019 dated 10.03.2019 at PS Mayur Vihar Phase-I which shall be filed in the month of July 2023. It is further agreed that the first party would cooperate in every possible manner for quashing of the said FIR as mentioned above.*
- a) *It is further agreed between the parties that . the pending amount of Rs. 4,00,000/- (rupees four lakh) out of the total settlement amount of Rs. 22,00,000/- (Rupees Twenty Two Lakh only) shall be*



paid by the second party to the first party on and before the month of 31.12.2023.

- 1. It is further agreed between the parties that they would not file any legal case/complaint, of whatsoever nature, in future against each other and/or their respective family members in connection with this marriage and they will not be left with any grievances against each other as well as their respective families.*
- 2. It is agreed by the first party that the above mentioned amount of Rs. 22,00,000/- (Rupees Twenty Two Lacs only) satisfies all her claims with regard to permanent alimony, maintenance (past, present and future) and material things/Stridhan related to her marriage with second party and after the payment of above mentioned amount of Rs. 22,00,000/- (Rupees Twenty Two Lacs only) in the manner mentioned here above no further claims in any form shall be made by the first party and her family members in future and time to come from the second party and/or his family members.*
- 3. In case any of the above said parties does not abide by the terms and conditions of this settlement, the other party shall be at liberty to take appropriate legal action and seek remedy as per law.*
- 4. The parties shall be bound by the terms and conditions as mentioned above.*
- 5. By signing this settlement, both the parties state that they have no further disputes against each other and any of their family members in respect of the present case and the connected cases and all the disputes and differences in this regard have been amicably settled by them during the mediation.*
- 6. The contents of the settlement have been explained to both the parties in vernacular and they have understood the same.*
- 7. Both the parties undertake that they have consented and signed the above settlement after going through and understanding its contents and they have settled the disputes between themselves of their own free will and without any coercion, misrepresentation, pressure, undue influence, force, from any quarter.*
- 8. That it is agreed by both the Parties that they shall live their lives independently and peacefully in future without any interference from*



each other and shall endeavor to not create any kind of ill-willed communication or spread untruth about the other party so as to cause harm to the other Party's reputation.

9. That it is agreed that both the Parties agree and undertake that they have entered into the present MOU on their own free will and volition, without any force, fraud or undue influence or coercion.

7. Respondent no. 2 who joined through VC 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. 73/2019 dated 10.03.2019 registered under Section 498A/406/34 IPC at PS Mayur Vihar, Delhi and all the proceedings emanating therefrom.
8. It is a settled proposition of law 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 in this regard 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, FIR No. 73/2019 dated 10.03.2019 registered under Section 498A/406/34 IPC at PS Mayur Vihar, Delhi and all the proceedings emanating therefrom are quashed.
11. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 13, 2023

rb