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

+ **CRL.M.C. 3885/2022**

DEEPAK YADAV & ORS.

..... Petitioner

Through: Ms. Kirti Madain and Mr. Nikhil
Sharma, Advs.

versus

THE STATE & ANR.

..... Respondents

Through: Mr. Hemant Mehla, APP for the state
with ASI Samay Pandey, DE/Cell
with SI Achal, PS Seemapuri.

Mr. Sunil Upadhyay, Adv.

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Date of Decision: 10th May, 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. PC seeking quashing of FIR No. 732/2018 registered at PS Seemapuri, under Sections 498A/406/34 IPC and section 4 of Dowry Prohibition Act, 1961.

2. Briefly stated facts of the case are that Petitioner No.1/Husband and Respondent No.2/wife got married on 28.11.2013 according to Hindu rites and ceremony. However, owing to temperamental differences, and

increasing incompatibility the relationship between the parties started deteriorating and the parties started living separately since 20.03.2014. However, there is no child was born out of wedlock. Thereafter, the present FIR was lodged on the statement of Respondent No.2/wife

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 12.01.2022. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs.5,80,000/-(Rupees Five Lacs Eighty Thousand only) in full and final settlement of the entire dispute to respondent no. 2/complainant. In pursuance of the terms of the Settlement the Respondent No.2 had received Remaining sum of Rs.5,50,000/- has been received by way of a Demand Draft bearing No. 410365 dated 14.03.2023 drawn on Canara Bank.

4. The Settlement Deed/MoU dated 12.01.2022 which provides for the following terms and conditions:

- 1. That it is agreed between the parties that the second party shall pay a sum of Rs.5,80,000/-(Rupees Five Lacs Eighty Thousand only) as full and final settlement against, Istridhan, Maintenance, including (past, present and future) towards permanent alimony etc.*
- 2. That it is agreed between the parties that the second party shall pay a sum of Rs.5,80,000/- (Rupees Five Lacs Eighty Thousand only) to the first party/wife by way of Cheque/DD at the time of*

quashing of the FIR No.0732/2018, U/s 498-A/406/34 IPC, P.S. Seemapuri, Delhi and the first party undertakes that she will cooperate and depose her statement/affidavit/NOC before the Hon'ble High Court of Delhi vide DD bearing no. 410174 of Canara bank.

- 3. That it is agreed between the parties that the both the parties shall withdraw their respective cases/complaint before the concerned court/P.S. or for before at the time of recording of statements in the second motion petition.*
- 4. That it is agreed between the parties that a settlement deed was also executed between the parties and according to the said deed, the first party has also received her all belongings as per the list.*
- 5. That it is also agreed between the parties that the first motion petition shall be filed by the parties as soon as possible.*
- 6. That it is also agreed between the parties that after passing the first passing the first motion of divorce, both the parties shall present their second motion of divorce U/s 13(B)(2) of HMA along with an application U/s 151 CPC for waiver of statutory period of six months for filing second motion of divorce.*
- 7. The parties to this Deed also undertake that they shall withdraw all the complaint/cases, if any, filed by them against each other or against their family members and they will not file any kind of complaint/case regarding their matrimonial dispute in future.*

8. *That it is agreed between the parties that if first party /Wife will back out from present settlement at any point of time, she shall refund the entire money which she received in the compliance of the present settlement deed to the second party/husband. Similarly if second party/husband will back out from any stage, his money which he handed over to the first party/wife shall be forfeited. Apart from above, defaulted party will be liable for other action as per law of land.*
9. *That any litigation, which are filed by the parties or arisen out of the present dispute, shall be treated as null and void in the eyes of law and none of parties shall pursue the same.*

And whereas as efforts and attempts were made by the friends and relatives for reconciliation and for resumption of marital relationship but it could not be successful due to the ideological differences in temperamental which has rendered normal married life impractical and impossible. The marriage has broken down irretrievably.

- a. *It is agreed between the parties, that the parties to the MOU shall withdraw all their respective cases/complaint pending against each other, if pending at any court at the time of recording of statement in first motion mutual consent petition.*

- b. It is agreed between the parties, that both the parties shall not file any suit petition or complaint etc. against each other and against the family members of each other in future.*
- c. That both the parties hereby agreed that this MOU is irrevocable and unquestionable and undertake that this MOU would inter alia be legal, valid, binding and enforceable and executable in all manners and none of the parties shall be at liberty to take the advantage of any technical language or lacuna if any, if the same are not explain herein before.*
- d. That both the parties undertake to abide all the terms and conditions laid down by Hon'ble High Court of Delhi in Rajat Gupta Vs. Rupali Gupta case.”*

5. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 14.03.2022 passed by Learned Judge, Family Courts, karkardooma, 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. 732/2018 registered at PS Seemapuri, under Sections 498A/406/34 IPC and section 4 of Dowry Prohibition Act, 1961 and all the proceedings emanating therefrom.

7. 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.

8. 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 since the marriage between the parties has also been dissolved by a decree of divorce by mutual consent order/judgment dated 14.03.2022, she has no objection if FIR no. 732/2018 registered at PS Seemapuri, under Sections 498A/406/34 IPC and section 4 of Dowry Prohibition Act, 1961 and all the proceedings emanating therefrom.

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. FIR No. 732/2018 registered at PS Seemapuri, under Sections 498A/406/34 IPC and section 4 of Dowry Prohibition Act, 1961 and all the other proceedings emanating therefrom are

quashed.

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

DINESH KUMAR SHARMA, J

MAY 10, 2023/Pallavi

