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

+ **CRL.M.C. 5967/2023**

HARJIT SINGH AND ORS.

..... Petitioners

Through: Dr.Vimal Verma and Mr.Tanveer
Singh, advocates with petitioners in
person.

versus

STATE AND ANR.

..... Respondents

Through: Mr.Digam Singh Dagar, APP for the
State.
SI Ankur, PS Nihal Vihar
Mr.Ranbir Singh and Mr.Harsh
Vardhan, Advt. for R-2 with R-2 in
person.

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Date of Decision: 21.08.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 22384/2023 (exemption)

Exemption is allowed subject to all just exceptions.

Application stands disposed of.

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1. Present petition has been filed seeking quashing of FIR No.0154 dated

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18.02.2016 registered under Section 498A/406 IPC at PS Nihal Vihar (West) and all the proceedings arising therefrom.

2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 27.01.2012 in accordance with the Hindu Rites and Ceremonies. 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. He submits that the chargesheet, in this case, has already been filed and the matter is pending before the Learned MM, Tis Hazari Courts, New Delhi. 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 06.05.2022 before the Delhi High Court Mediation and Conciliation Centre. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs.5,00,000/-(Rupees Five Lakhs only) in full and final settlement of the entire dispute to respondent no. 2/complainant. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 07.03.2023 passed by Learned Family Court, Tis Hazari.
3. 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. No.0154 dated 18.02.2016 registered under Section 498A/406 IPC at PS Nihal Vihar



- (West) and all the proceedings emanating therefrom.
4. It is a well settled 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 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.
 5. 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 07.03.2023, she has no objection if FIR no. No.0154 dated 18.02.2016 registered under Section 498A/406 IPC at PS Nihal Vihar (West) and all the proceedings emanating therefrom.
 6. I have gone through the settlement which has been placed on record. Matter has been settled before the Delhi Mediation Centre, Tis Hazari



Courts, Delhi on 06.05.2022 on the following terms and conditions:

- 1. That due to long separation and temperamental differences between the parties, there are no prospects of reunion of matrimony. The parties therefore have mutually decided to part ways peacefully. The respondent no. 1/ husband has undertaken to pay a total sum of Rs.5,00,000/-(Rupees Five Lakhs only) to the complainant/ wife by way of full and final settlement of all the claims /dispute including the other claim towards past, present and future maintenance and permanent alimony or other like claims whatsoever for the complainant.*
- 2. That it is mutually agreed between the parties that the Divorce Petition on the ground of mutual-consent i.e. first motion petition shall be filed by the parties on or before 20.05.2022. At the time of recording their statements in the said case, the respondent no. 1/husband shall pay a sum of Rs. 1,75,000/- (Rupees One Lakh Seventy Five Thousand only) out of the total settled amount to the complainant/wife by way of Demand Draft/cash against proper receipt.*
- 3. That it is agreed between the parties they shall file mutual divorce petition for second motion after one month of finalization of first motion alongwith waiver application. At the time of recording of the statements of Second Motion, the husband respondent shall pay a sum of Rs. 1,75,000/- (Rupees One Lakh Seventy Five Thousand. only) out of the total settled amount to the complainant/wife by way of Demand Draft/cash against proper receipt.*
- 4. That the custody of the child namely baby Aarvi Saluja, aged about 08 years shall remain with her mother / complainant. It has been settled/agreed between the parties that the respondent no.1 / father have visitation rights to the child baby Aarvi Saluja as per the convenient of both the parties.*
- 5. That after one month of completion of second motion, the respondent no.1/husband and his family members shall move*



appropriate petition in the Hon'ble High Court of Delhi urging for quashing the FIR No. 154/16, PS Nihal Vihar, u/s 498-A/406/34 IPC in view of the settlement of all matrimonial disputes with complainant / wife after one month after completion of second motion. The complainant / wife undertakes to co-operate in the said endeavour viz. signing, swearing affidavits, appearing in court and making statement etc., for quashing the FIR. The respondent no.1/ husband shall pay the remaining sum of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) to the complainant, wife by way of DD before the Hon'ble High Court during the quashing proceedings.

6. That in case of default from either side in carrying out the terms of this settlement, he / she shall be liable to pay a sum of Rs. 1,00,000/- (Rupees One Lac only) by way of penalty/compensation to the other side besides refunding/returning the benefits received hereunder.

7. That both the parties do not want to contest any other case between them, if any case is pending before any authority or forum, then they shall co-operate with each other and on the aforesaid acts being done as stipulated, all disputes, differences between the parties shall stand settled and satisfied for all times to come and no claim whatsoever shall remain surviving against each other.

8. That the parties have gone through the terms herein above recorded and have confirmed and verified the same to be correct and that they are going to sign it without any threat, pressure, coercion or undue influence from any quarter. Both sides undertake to abide by these terms.

7. The remaining payment has been paid vide DD No.047339 dated 16.08.2023 for the sum of Rs.1,50,000/- in the name of Preeti to respondent no.2 in court today.



8. 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.
9. In view of the above, FIR no. No.0154 dated 18.02.2016 registered under Section 498A/406 IPC at PS Nihal Vihar (West) and all the other proceedings emanating therefrom are quashed. However, this settlement shall not affect rights of the child born out of the wedlock.
10. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

AUGUST 21, 2023

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