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

+ **CRL.M.C. 6066/2023**

TARUN KUMAR SHARMA & ORS. Petitioners

Through: **Mr.Satyendra Kumar Sharma and
Mr.Pankaj Rai, Adocates**

versus

THE STATE (GNCT OF DELHI) THROUGH SHO, P.S.

SEEMAPURI & ANR. Respondents

Through: **Mr.Digam Singh Dagar, APP for the
State.**

**ASI Sanjay Pandey and SI Sandeep
Kumar, PS Seemapuri**

**Mr.Sarvendra Kumar, adv. for R-2
with R-2 in person.**

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Date of Decision: 24.08.2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 22823/2023 (exemption)

Exemption is allowed subject to all just exceptions.

Application stands disposed of.

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1. The present petition has been filed for quashing of FIR no. 0328/2020 registered under Section 498A/406/34 IPC and Section 4 of Dowry Prohibition Act at PS Seemapuri, Delhi.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 12.12.2018 in accordance with the Hindu Rites and Ceremonies. However, it has been submitted that, 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 against petitioner 1 to 4 and the matter is pending before the Learned MM, Karkardooma Courts, New Delhi and the matter has been fixed for 23/08/2023 for framing of charge.
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 27.01.2020 before the Delhi Mediation Centre, Karkardooma Courts. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs.6,30,000/- (Rs. Six Lakhs Thirty Thousand only) in full and final settlement of the entire dispute to respondent no. 2/complainant.
4. It has been submitted that pursuant to the settlement, a mutual divorce petition was filed and a decree of divorce was granted vide order dated 02.07.2021 passed by Learned Family Court, Karkardooma, Delhi.
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. 0328/2020 registered under Section



498A/406/34 IPC and Section 4 of Dowry Prohibition Act at PS Seemapuri, 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 the petitioner has already paid her asum of Rs.6,30,000/- (Rs. Six Lakhs Thirty Thousand only). 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 02.07.2021, she has no objection if FIR no. 0328/2020 registered under Section 498A/406/34 IPC and Section 4 of Dowry Prohibition Act at PS Seemapuri, 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:

- 1. It is agreed between the parties that they shall get their marriage dissolved by mutual consent in accordance with law as provided u/s. 13 (B) of HM Act.*
- 2. It is agreed between the parties that the husband shall pay Rs.6,30,000/- (Rs. Six Lakhs Thirty Thousand only) to the wife towards full and final settlement of all her claims arising out of the marriage including permanent alimony, istridhan, maintenance (present, past & future).*
- 3. It is agreed between the parties that the first motion petition for divorce by mutual consent shall be filed by the parties on or before 10.2.2021 & for second motion the parties have agreed that within one month of passing order in first motion, they shall file application for waiver of the statutory period as per law.*



4. *It is agreed between the parties that out of the total settled amount the wife has already received a sum of Rs. 3.00,000/- (Rs. Three Lakhs only) by way of a cheque from the husband on 22.01.2021, which amount has already been realized, and a receipt thereof, duly signed has been annexed with the settlement as Annexure-A.*
5. *It is agreed between the parties that the wife has already received a post dated cheque towards the balance settled amount of Rs.3,30,000/- (Rs. Three Lakhs Thirty Thousand only) from the husband which is bearing no. 175722, dated 19.03.2021, drawn on Allahabad Bank, Badarpur Branch Delhi. |*
6. *It is agreed between the parties that the wife shall withdraw her present petition u/s. 125 Cr.PC from the court concerned today itself and she shall withdraw her complaint u/s. 12 of DV Act from the court concerned within a week of recording statement of the parties in first motion.*
7. *It is agreed between the parties that the husband and other respondents shall move for quashing of FIR No. 0328/2020, PS Seema Puri, U/s. 498A/406/34 IPC before the Hon'ble High Court of Delhi at New Delhi, within a week of grant of final decree of divorce by mutual consent and the wife undertakes to cooperate with all the respondents in quashing in every manner.*
8. *It is agreed between the parties that thereafter, they shall not be left with any matrimonial rights towards each other & shall not be left with any right, title or interest in the movable or immovable properties of each other.*
9. *It is agreed between the parties that they shall not interfere in each others' personal life & shall not litigate qua the marriage in future.*
10. *It is agreed between the parties that in case of breach/violation/willful/deliberate disobedience, the party breaching the terms shall be liable for contempt proceedings and the party aggrieved shall be entitled for status quo-ante in every possible way.*
11. *It is agreed between the parties that the terms have been settled between the parties of their own free will, volition and consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (both of law and fact), in any form,*



whatsoever and the settlement agreement has correctly recorded the said agreed terms.

12. Both the parties undertake that they will abide by and be bound by the agreed terms/stipulations of the settlement agreement.

8. 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.

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. 0328/2020 dated 10.07.2020 registered under Section 498A/406/34 IPC and Section 4 of Dowry Prohibition Act at PS Seemapuri, Delhi and all the other proceedings emanating therefrom are quashed.

11. The present petition stands disposed of.



DINESH KUMAR SHARMA, J

AUGUST 24, 2023

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