



\$~35

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

+ **CRL.M.C. 4364/2022**

TULSI

..... Petitioner

Through: Mr.Rajesh Kr.Verma, Advocate

versus

STATE OF NCT DELHI & ANR.

..... Respondents

Through: Mr.Hemant Mehla, APP for the state
with Mr.Dipanshu Meena, Advocate
Mr.Mahesh Saroj, Adv. for R-2 with
R-2 in person.
WSI Deepika, PS K.M.Pur

%

Date of Decision: 03.05.2023

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 for quashing FIR no. 291/2009 dated 14.10.2009 registered under Section 498-A/406/34 at PS Kotla Mubarak Pur.
2. Learned Counsel for the petitioner submits that Respondentno.2/complainant married petitioner no.1 on 21.04.2003 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.

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 15.07.2019 before the Mediation Centre, Saket Courts, New Delhi.
4. 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 since there is no chance of their re-union, they will part their ways by seeking decree of divorce by mutual consent.*
- 2. It is also agreed between the parties that Second Party Sh. Tulsi Koli will pay to the First Party Smt. Laxrmi, a total sum of RS.2,50,000/- (Rupees two lakh fifty thousand only) in full and final settlement towards all her claims arising out of the marriage between the parties including maintenance-past, present and future, permanent alimony, istridhan and dowry articles.*
- 3. It is also agreed between the parties that the amount of Rs.2,50,000/- (Rupees two lakh fifty thousand only) will be paid by the Second Party to the First Party by way of demand draft/cash, in three installments.*
- 4. It is also agreed between the parties that Second Party will pay the first instalment of Rs.90,000/- (Rupees ninety thousand only) to the First Party, at the time of recording the statements of the parties in first motion divorce petition (under Section 13-B(i) HMA) which shall be filed on mutual consent as per law before the appropriate court within one week from today.*



5. *It is also agreed between the parties that Second Party will pay the second installment of Rs.90,000/- (Rupees ninety thousand only) to the First Party at the time of recording the statement of the parties in the second motion petition (under Section 13-B(ii) HMA), which shall be filed by the parties as per law.*

6. *It is also agreed between the parties that the Second Party will pay the third installment i.e. last and final installment of Rs.70,000/- (Rupees seventy thousand only) to the First Party at the time of quashing of the FIR bearing No.291/09, under Section 498-A/406/34 IPC, PS Kotla Mubarak Pur, Delhi. The quashing petition shall be filed by the Second Party within one month after second motion and the expenses of the same shall also be borne by the Second Party.*

7. *It is further agreed between the parties that Smt. Laxmi shall cooperate in signing the documents for quashing of FIR bearing No.291/09, under Section 498-A/406/34 IPC, PS Kotla Mubarak Pur, Delhi and will appear before the Hon'ble High Court as and when summoned/required by the Hon'ble High Court.*

8. *It is further agreed between the parties that after receiving the entire settled amount of RS.2,50,000/- (Rupees two lakh fifty thousand only) by the First Party from the Second Party, nothing shall remain between the parties with regard to their marriage and the First Party will not claim any right over the property of the Second Party in future.*

9. *It is also agreed by the parties that after getting the decree of divorce, they will not file any civil/criminal case pertaining to their marriage and/or with regard to the movable or immovable property/properties of each other.*

10. *It is also agreed between the parties that pursuant to the settlement reached between the parties, First Party will withdraw her present execution petition as well as petition u/s 125 Cr.P.C. from the courts concerned after this settlement and undertakes not to pursue the same in future.*



11. It is also agreed between the parties that if first party fails to comply the above-mentioned terms and conditions of the present settlement, then she will be liable to return the amount of settlement amount (which she will received from the second party) along with interest @ 12% per annum to the second party and if the second party fails to comply the above-mentioned terms and conditions, then he shall be liable to face the consequences, as per law.

5. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs. 2,50,000/- in full and final settlement of the entire dispute to respondent no. 2/complainant and payment has already been made. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 18.02.2020 passed by learned Principal Judge, Family Courts, Saket.
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. 291/2009 registered under Section 498-A/406/34 at PS K.M. Pur 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 vide a decree of divorce by mutual consent order/judgment dated 18.02.2020 and the payment has been made, she has no objection if FIR no. 291/2009 registered under Section 498-A/406/34 at PS K.M. Pur 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. 291/2009 dated 14.10.2009 registered under Section 498-A/406/34 at PS Kotla Mubarak Pur and all the other proceedings emanating therefrom are quashed.
11. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

MAY 3, 2023/rb