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

+ **CRL.M.C. 6284/2023**

AKASHDEEP NANDA & ORS.

..... Petitioners

Through: Mr. ChanderPrabhu and Mr. Anand
Kumar Dwivedi, Advs.

versus

STATE NCT OF DELHI & ANR.

..... Respondents

Through: Mr.Digam Singh Dagar, APP for the
State with SI Vandana PS Hari Nagar

Mr. Dishant Chaudhary, Adv. for R-2

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Date of Decision: 4th September, 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. 23528/2023

Exemption is allowed subject to all just exceptions.

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1. The present petition has been filed under Section 482 Cr. PC seeking quashing of FIR No.733/2021 registered at PS Hari Nagar under Section 498A/406/34 IPC.
2. Briefly stated, in the present FIR, it has been alleged by the complainant that she got to know petitioner no 1 through social

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media, and with the passage of time, they got close to each other and thereafter got married on 13.12.2020. After the marriage, the in-laws of the complainant started harassing her and causing mental, physical, sexual, emotional, and economic torture which resulted in the registration of the present FIR.

3. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 22.11.2020 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 charge-sheet, in this case, has already been filed and the matter is pending before the Ld. M.M.(Mahila Court)-02, West District, THC, Delhi.
4. 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 03.06.2023 before the Delhi Mediation Centre, Tis Hazari Courts, Delhi. However, no child was born out of the said wedlock. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs 15,50,000/- (Rupees Fifteen Lakh and Fifty thousand only) in full and final settlement of the entire dispute to respondent no. 2/complainant.



5. Pursuant to the settlement, a mutual divorce petition was also filed and the parties submitted that the first motion of divorce had already been granted.
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.733/2021 registered at PS Hari Nagar under Section 498A/406/34 IPC and all the proceedings emanating therefrom.
7. I have gone through the settlement which has been placed on record. The settlement agreement deed dated 03.06.2023 provides for the following terms and conditions:

“a) The complainant/wife and the respondent/husband shall seek divorce by mutual consent.

(b) The respondent/husband shall pay a sum of Rs. 15,50,000/- (Rupees fifteen lakhs and fifty thousand only), in three installments, by way of demand draft/electronic mode, to the complainant/wife towards full and final settlement of all her claims regarding dowry, stridhan, permanent alimony and maintenance (past, present and future), as under :-

(c) The first installment of Rs.7,50,000/- (Rupees seven lakhs fifty thousand only) shall be paid by the respondent/husband to the complainant/wife. at the time of recording of their joint statement in the first motion petition u/s 13 B (1) of HMA, which shall be filed jointly by them on or before 15.07.2023.

(d) The second installment of Rs.4,00,000/- (Rupees four lakhs only) shall be paid by the respondent/husband to the complainant/wife at the time of recording of their joint statement in the second motion petition u/s 13 B (2) of HMA. Both the parties shall move second motion petition for divorce,



within one month of the expiry of the minimum statutory period or any time sooner as per law.

(e) The third installment of Rs.4,00,000/- (Rupees four lakhs only) shall be paid by the respondent/husband to the complainant/wife, at the time of filing of petition for quashing of FIR No. 733/2021, us 498-A/406/34 IPC, PS: Hari Nagar, which shall be filed before the Hon'ble High Court of Delhi within thirty days after passing the order in second motion petition. The complainant/wife shall cooperate in the said proceedings.

(f) That in case of default from either side in carrying out the terms of this settlement, both the parties shall be liable in accordance with the judgment of Rupali Vs. Rajat by way of penalty /compensation to the other side besides refunding/returning/forfeit the benefit received hereunder.

(g) The respondent No. 1/husband has agreed and undertaken to return the admitted gold jewellery articles and other belongings of the complainant/wife as mentioned in the list Annexure - A to this settlement, which has been duly signed by both the parties today, against proper receipt, within fifteen days of passing of order in first motion petition.

(h) The complainant/wife has agreed and undertaken to return the admitted household articles as mentioned in the list Annexure- B to this settlement, which has been duly signed by both the parties today, against proper receipt before filing of second motion petition.

(i) It is further agreed between the parties that if any article will be found missing or found in unusable condition or not matched as per the enclosed Annexures A and B, the same will be compensated with additional amount as per the bill of the same.

(i) The complainant wife shall withdraw the present case, before the Ld. Referral Court, within fifteen days after



recording of the joint statement of the parties in the first motion u/s 13 B (1) of HMA.

(j) The respondent/husband shall withdraw the connected case mentioned at SI No.2 one month from today.

(k) The respondent No. 3 shall withdraw the connected case mentioned at Sl. No. 3 within fifteen days after filing of the quashing petition before the Hon'ble High Court of Delhi.

5. It is further agreed between the complainant/wife and the respondent/husband that they would not file any case in future against each other and/or their respective family members in connection with this marriage after grant of divorce. Both the parties are not left with any grievances against each other as well as their respective families.

6. In case any of the above said parties do not abide by the terms and conditions of this settlement, the other party shall be at liberty to take appropriate action as per law.

7.Both the parties shall be bound by the terms and conditions as mentioned above.

8. Both the parties shall bear their respective cost of litigation.

9. By signing this settlement, both the parties state that they have no further dispute against each other in respect of the present complaint case as well as connected cases mentioned at Sl. No. 1 to 3 above and all the disputes and differences in this regard have been amicably settled by them during the mediation.

10. The contents of the settlement have been explained to both the parties in vernacular and they have understood the same. 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 dispute between themselves of



their own free will and without any coercion, pressure, undue influence, force, misrepresentation or mistake from any quarter.”

8. In terms of the settlement, today, a demand draft bearing D.D. No.000860 dated 30.08.2023 for a sum of Rs.4,00,000/- drawn on HDFC Bank in the name of Charvi Vijay has been handed over to Respondent No.2. Both the parties submit that in terms of the settlement, the first motion of divorce has already been granted.
9. 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; **YashpalChaudhrani and Others vs. State (Govt. of NCT Delhi) and Another**, 2019 SCC OnLine Del 8179.
10. 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, hence she has no



objection if FIR No.733/2021 registered at PS Hari Nagar under Section 498A/406/34 IPC and all the proceedings emanating therefrom are quashed.

11. 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.
12. In view of the above, FIR No.733/2021 registered at PS Hari Nagar under Section 498A/406/34 IPC and all the other proceedings emanating therefrom are quashed.
13. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 4, 2023

Pallavi