



\$~79 & 80

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

+ **CRL.M.C. 6305/2023**

MURARI LAL & ORS.

..... Petitioners

Through: Mr. Vikrant Malik, Adv. with
petitioners.

versus

THE STATE & ANR.

..... Respondents

Through: Mr. Hemant Mehla, APP and SI
Naresh Kumar, PS Dabri.
Ms. Dimple, Adv. with R-2.

+ **CRL.M.C. 6306/2023**

BIMAL KUMAR @ BIMAL & ORS.

..... Petitioners

Through: Mr. Vikrant Malik, Adv. with
petitioners.

versus

THE STATE (NCT OF DELHI) & ANR.

..... Respondents

Through: Mr. Hemant Mehla, APP and W/SI
Sikhsha, PS Bindapur.
Ms. Dimple, Adv. with R-2.

%

Date of Decision: 01.09.2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 23608/2023 (exemption)

CRL.M.A. 23611/2023 (exemption)

Exemption allowed subject to all just exceptions.

CRL.M.C. 6305/2023 & CRL.M.C. 6306/2023

Page 1 of 9



Applications stand disposed of.

CRL.M.C. 6305/2023

CRL.M.C. 6306/2023

1. The present petitions have been filed under section 482 CrPC seeking the quashing of case FIR No. 0251/17 dated 15.05.2017 under section 323/308/506/34 IPC registered at PS Dabri, South-West Delhi and FIR No. 0052/18 dated 13.01.2018 under section 498A/406/34 IPC registered at PS Bindapur, New Delhi.
2. FIR No. 0251/17 was lodged on the statement of respondent No.2/ Deepak Kumar alleging therein that the petitioner, his mother along with her mausi daughter 'Jyoti' and Jyoti's brother went to take articles from her husband/Vimal's house, on which Jyoti's in-laws started beating them and did not let them take articles home. Respondent no.2/ Vimal who is the husband of Jyoti also hit a brick on the head of the complainant with the intention to kill him due to which he sustained injuries and had to be taken to the hospital.
3. In FIR No. 0052/18 was lodged on the statement of respondent No.2/ Jyoti regarding the quarrels and beating caused to the complainant by her husband and her family members.
4. It has been submitted that in fact, the present dispute is a matrimonial dispute between Ms. Jyoti and Mr. Vimal Kumar.
5. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 12.11.2009 in accordance with the Hindu Rites and Ceremonies. There are two daughters born out of the said wedlock, one child namely, 'Aashi' was born on

CRL.M.C. 6305/2023 & CRL.M.C. 6306/2023

Page 2 of 9



16.12.2010 and a second child 'Arshi' was born on 12.01.2016 and are in the care and custody of mother Jyoti. However, on account of temperamental differences and mental incompatibility, the parties started living separately since 08.05.2018 and instituted multiple litigations against each other and their respective families including the present FIR.

6. 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 11.06.2018 before the Counselling Cell, Family Courts, Dwarka, Delhi.
7. As per the settlement it has been agreed between the parties that the petitioner shall pay a sum of Rs.5,00,000/-(Rupees Five Lakhs only) in full and final settlement of the entire dispute to respondent no. 2/complainant.
8. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 15.02.2019 passed by Learned Principal Judge, Family Courts, South-West, Dwarka, Delhi.
9. 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. 0251/17 dated 15.05.2017 under section 323/308/506/34 IPC registered at PS Dabri, South-West Delhi and FIR No. 0052/18 dated 13.01.2018 under section 498A/406/34 IPC registered at PS Bindapur, New Delhi and all the proceedings emanating therefrom.



10. The settlement agreement provides for the following terms and conditions:

“1. The parties have agreed to dissolve their marriage by mutual consent in accordance with the law, as provided Under Section 13 (B) of the Hindu Marriage Act

2. It is agreed between the parties that respondent/husband shall pay to petitioner/wife a sum of Rs.5,00,000/- (Rupees Five Lakhs only) as a full and final settlement against the stridhan, dowry articles, gold ornaments and permanent alimony and also towards past, present and future maintenance of her and her two daughters namely Aashi aged about 7 years and Arshi aged about 2 years and nothing will remain due qua this marriage including maintenance cars after the payment of aforesaid full and final amount. The respondent will also hand over Honda Stainer/ Stenner bike of Red Colour bearing No.DL-8S AR 7633 Original Birth certificates of both daughters, Original LIC Policy bonds in the name both children and Original Ladli documents of daughters to the petitioner /wife before filing of the first motion against receivings of petitioner/wife.

3. (a) It is further agreed between the parties that first motion petition shall be filed on or before 12.07.2018 and the respondent will pay of Rs.1,00,000/- (Rupees one lakh only) to the petitioner/wife in the form of DD/Cash in the name of petitioner at the time of the recording the statements of the first motion. (b) it is further agreed between the parties that the respondent will pay a sum of Rs.2,00,000 (Rupees two lakhs only) to the petitioner/wife in the form of DD/cash in the name of petitioner at the time of recording the statements of second motion.

4. It is further agreed between the parties that petitioner will withdraw her case under Section 125 Crpc. which is



pending before Sh. B.R. Kedia, Ld. Principal Judge, Family court, Dwarka, New Delhi at the time of recording statement in first motion petition.

5. It is further agreed between the parties that the petitioner will withdraw her case under D.V. Act which is pending before Ms. Neha, Ld. MM, Dwarka, New Delhi on or before 21st August, 2018 and at that time respondent will pay Rs. 1,00,000/- (Rupees One Lakh Only) in the form of DD/cash to the petitioner /wife.

6. It is further agreed between the parties that the respondent shall pay Rs.1,00,000/- (Rupees One Lakh Only) to the petitioner in the form of DD/cash to the petitioner/wife at the aim of quashing of FIR No. 52/2018 US 498A/406/34 IPC PS Binda Pur. and FIR No. 251/17 U/S 323/308/506/341PC PS Dabri in Hon'ble Delhi High Court within 30 days after second motion and petitioner shall cooperate and sign all the necessary affidavit & do the needful in quashing of said FIRs.

7. It is further agreed between the parties that the FIR No. 247/17 U/S 354/506/323 341/34 IPC PS Dabri, New Delhi filed by the respondent against the petitioner and her family members. The respondent will not pursue the above mentioned FIR and Shall cooperate with the petitioner /wife and her family members in quashing the said FIR in Hon'ble Delhi High Court within 30 days after second motion and respondent will also cooperate and sign all the necessary affidavit & do the needful in quashing of said FIR

8. It is further agreed between the parties that the custody of daughters namely Aashi aged about 7 years and Arshi aged about 2 years shall remain with the petitioner and respondent have no visitation rights to meet their daughters.

9. it is further agreed between the parties that both the



parties to the settlement shall withdraw their respective cases/complaint, if any, filed against each other in any other courts in India after this settlement.

10. It is agreed between the parties that if either of the parties commits breach or default of this mutually agreed settlement after the first motion, the following consequences will follow as if petitioner backs out from the settlement the amounts so taken at the time of first motion and thereafter shall be returned by petitioner to the respondent and if respondent backs out from the settlement the amounts as paid by him to the petitioner at the time of first motion and thereafter -shall stands forfeited by the petitioner.

11. The parties have agreed on each and every terms as recorded in the settlement agreement after carefully reading over and fully understanding and appreciating the contents scope and effect thereof, as also the consequences of the breach thereof, including above payments as mentioned.

12. It is further agreed between the parties that after this settlement both the parties shall not interfere in the life of each other.

13. It is further agreed between the parties that respondent and petitioner have agreed that neither of them shall institute any criminal or civil proceedings against each other and their respective family members in any court qua present marriage.”

11. The remaining Payment of Rs. 1,00,000/- (Rupees One lakhs only) in the name of Jyoti dated 29.08.2023 bearing DD No. 527145 drawn from Indian Bank.
12. An affidavit as per the Apex court ruling in **Ganesh v. Sudhir Kumar Srivastav** (2020) 20 SCC 787, that the said settlement shall not in any



manner affect the future rights of the Minor children namely, Aashi and Arshi, has also been filed and placed on record.

13. Thus, the Courts have to adopt a pragmatic approach and can quash criminal proceedings for justifiable reasons, given the peculiar facts and circumstances of the case, and in order to secure ends of justice or to prevent the abuse of the process of the court. Moreover, the parties have already settled the dispute and have been granted mutual divorce. The complainant has stated that she no longer wishes to pursue the present complaints. The chances of conviction would be bleak, given that the complainant does not wish to pursue the present complaints on account of the amicable settlement. In such circumstances, continuance of the present FIRs would serve no useful purpose and may cause prejudice to the petitioner and be an exercise in futility. I do not see any reason to reject the compromise. The Supreme Court and this Court have time and again held that cases arising out of matrimonial differences should be put to quietus if the parties have arrived upon a genuine settlement. Reliance can be placed on ***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.
14. It has also come to the notice in case FIR no. 0251/17, one of the respondents had suffered grievous injuries, therefore offence under Section 308 IPC was attributed as they were assaulted by a brick. As per MLC there was bleeding on the head. It seems that the incident had



occurred at the spur of the moment, and it was not a pre-meditated assault. It is also a matter of debate that whether Section 308 IPC will actually be attributed or not in view of the nature of injuries. The weapon of offence was a brick. The facts in the totality do not indicate that there was any intention of knowledge or the act was committed under such circumstances that had the death been caused, the petitioner would be guilty of culpable homicide not amounting to murder.

15. It has repeatedly been held by this court and the Hon'ble Supreme Court that if there is a trivial dispute between the parties and they have settled the matter amicably, it is desirable to put a quietus to the matter in dispute. It has also been held that merely because the FIR is registered under Section 308 IPC, it would not debar the court from quashing the FIR. The court has to look at the nature of injuries and all the attendant circumstances.
16. Since the dispute is predominantly private in nature and the parties have settled all the disputes amicably, in the interest of justice it would be better to put a quietus to the dispute. The chances of conviction would also be bleak and remote, given that the parties do not wish to pursue the present complaint on account of the settlement. I do not see any reason to reject the settlement.
17. Considering the peculiar facts and circumstances of the case and in view of the submissions of respondent no.2/ complainant FIR No. 0251/17 dated 15.05.2017 under section 323/308/506/34 IPC registered at PS Dabri, South-West Delhi and FIR No. 0052/18 dated 13.01.2018



under section 498A/406/34 IPC registered at PS Bindapur, New Delhi and all subsequent proceedings emanating therefrom are quashed.

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

DINESH KUMAR SHARMA, J

SEPTEMBER 1, 2023/AR