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

+ **CRL.M.C. 4502/2022**

JITENDER SINGH & ANR.

..... Petitioners

Through: **Ms. Charu Nagpal, Adv.**

versus

THE STATE (NCT OF DELHI) & ANR.

..... Respondents

Through: **Mr. Digam Singh Dagar, APP for the
State with ASI Rajesh Chand, PS
Tilak Nagar.
Mr. Soban Singh Rawat, Adv. For R-
2.**

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Date of Decision: 27.03.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. This is a petition filed under section 482 CrPC for quashing of FIR No. 95/2019 registered under sections 498 A/406/34 IPC at PS Tilak Nagar.
2. Briefly stated facts of the case are that the parties got married on 18.04.2018 according to Sikh rites & rituals at Delhi. No child was born out of this wedlock. That due to matrimonial estrangement, parties are living separately since 31.07.2018. Thereafter, due to the arising disputes and differences Respondent No.2 lodged a complaint and the above said FIR was registered.

CRL.M.C. 4502/2022

Page 1 of 5



3. It is submitted that during the pendency of the cases filed by Respondent no.2, the parties entered into a settlement thereby amicably settling the matter between each other vide settlement agreement dated 10.03.2022. The parties were granted decree of divorce vide order dated 27.07.2022.

4. The settlement took place at the Delhi Mediation Centre, Tis Hazari Courts. The terms of the settlement agreement dated 10.03.2022 are as follows:

- “(i) *That despite making efforts, the parties have realized that due to separation and temperamental differences, 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.3,50,000/- (Rupees Three Lakhs Fifty Thousand only)** to the complainant/wife by way of full and final settlement of the dispute including dowry articles, claim towards past, present and future maintenance and other receivables. It has been settled between the parties that respondent no. 1/husband undertakes to return the clothes belonging to the complainant/wife, SD card & educational documents (if found in possession of respondent no.1/husband) on or before 25.03.2022 against receipt.*
- (ii) *That the Divorce Petition on the ground of mutual consent i.e. first motion petition shall be filed by the parties within one month from today. At the time of recording their statements in the said case, the respondent no. 1/husband shall pay a sum of **Rs. 1,00,000/- (Rupees One Lakhs only)** out of the total settlement amount, by way of from today. At the time of recording their statements in the said case, the respondent no. 1/husband shall pay a sum of Rs. 1,00,000/- (Rupees One Lakhs only) out of the total settlement amount, by way of demand-draft/pay order drawn in favour of complainant/wife.*



- (iii) That the parties propose to file the divorce petition for second motion within one month after completion of first motion with an application for waiver of statutory period. At the time of recording of the statements of Second Motion, the respondent no. 1/husband shall pay the balance settlement amount i.e. **Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only)** to the complainant/wife, through demand draft/pay-order drawn in her favour.
- (iv) That within one month of finalization of the second motion, the respondents may move appropriate petition in the Hon'ble High of Delhi urging for quashing the FIR No. 95/2019, U/s 498A/406/34 IPC. PS. Tilak Nagar in view of the settlement of matrimonial disputes with complainant/wife, the respondent no. 1/husband shall pay the balance settlement amount of **Rs.1,00,000/- (Rupees One Lak only)**, by way of demand-draft/pay order drawn in favour of complainant/wife. The complainant has undertaken to co-operate in their said endeavour viz. preparation of the petition, signing, swearing affidavits, appearing in court and making statement etc.
- (v) That it has been settled between the parties that the complainant/wife shall withdraw the above-mentioned MT No.498/2019 after the completion of first motion, as having been mutually compromised.
- (vi) 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 Lakh only)** by way of penalty/compensation to the other side besides refunding/returning the benefits received hereunder.
- (vii) That 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. Both sides undertake not to initiate any proceedings against each other at any time in future in respect of their matrimony or ancillary thereto. The representations, complaints or other



grievances raised by the parties before any Public Authority are deemed to have been fully and finally settled and satisfied. Such complaints etc. shall otherwise be treated to have been revoked/cancelled withdrawn.”

5. In pursuance to the settlement agreement the Petitioner has handed over a demand draft in the sum of Rs. 1,00,000/- bearing No. 193415 dated 13.02.2023 drawn on Union Bank of India in favour of Ms. Gurpreet Kaur.
6. IO has duly identified the petitioners as well as respondent No.2.
7. It is submitted that the parties have entered into this agreement out of their own free will and do not want to continue the matter any further.
8. The High Court is the highest court of the State and is conferred with the power of control and superintendence over all courts subordinate to it. Besides Articles 226 and 227, Section 482 CrPC also acknowledges the inherent power of the high court to secure the ends of justice. In cases where the offences are not compoundable in nature, the parties on account of an amicable settlement invoke the inherent power under Section 482 Cr.P.C. for quashing the proceedings on the plea that continuance thereof would merely be an abuse of process of law.
9. It has repeatedly been held by the Apex Court that in the matrimonial disputes, if the parties have settled the matter between themselves amicably, it is the duty of Courts to encourage the same. Reliance can be placed on ***B.S. Joshi v. State of Haryana***, (2003) 4 SCC 675; ***Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another***; 2019 SCC OnLine Del 8179.



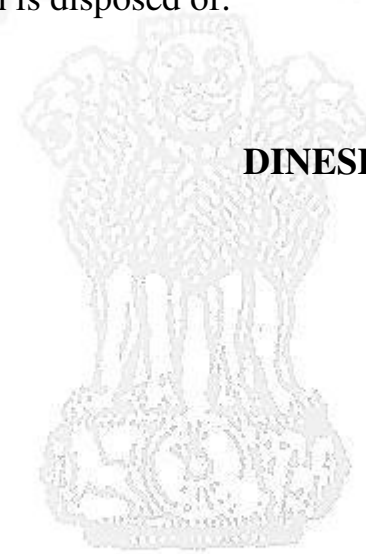
10. I consider that there would be no purpose of continuing with the trial as the parties have entered into the settlement voluntarily without any fear, force and coercion, and have decided to give quietus to the proceedings. It was a matrimonial dispute which has been amicably settled.

11. In view of the above, FIR bearing No. 95/2019 registered under sections 498 A/406/34 IPC at PS Tilak Nagar and all the other proceedings emanating therefrom are quashed.

12. The present petition is disposed of.

DINESH KUMAR SHARMA, J

March 27, 2023
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