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

+ **CRL.M.C. 6364/2023, CRL.M.A. 23835/2023**

DEEPAK & ORS.

..... Petitioners

Through: Mr.A.N.Pandey, advocate with
petitioners in person.

versus

THE STATE (NCT OF DELHI) & ANR. Respondents

Through: Mr.Hemant Mehla, APP for the state
with Mr.Dipanshu Meena, Advocate
SI Arun Negi, NDR, Spl. Cell.
SI Naresh Kumar, PS Dabri
Respondent no.2 in person.

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Date of Decision: 04.09.2023

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 under section 482 CrPC seeking the quashing of the case FIR No. 0247/17 registered with P.S. Dabri, New Delhi under section 354/506/323/341/34 IPC.
2. Learned counsel for the petitioner submits that the present FIR is an offshoot of matrimonial discord in between the petitioner no. 5 and the brother of Respondent no.2/complainant. The petitioner no.5 and the brother of Respondent no. 2 got married on 13.11.2009 in

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accordance with the Hindu Rites and Ceremonies. Two daughters namely Ms. Aashi (born on 16/12/2010) and Ms. Arshi (born on 12/01/2016) were born out of the said wedlock of petitioner No. 5 and brother of Respondent no.2. 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 chargesheet, in this case, has already been filed and the matter is pending before the Learned MM, Dwarka Courts, New Delhi.

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 11.06.2018 before the Conciliation Cell, Family Courts, Dwarka Court, New Delhi.
4. 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 District, Dwarka Court, New Delhi.
5. 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. 0247/17 registered with P.S. Dabri, New Delhi under section 354/506/323/341/34 IPC and all the proceedings emanating therefrom.
6. Learned counsel for the petitioner also submitted that the connected



FIRs bearing no. 251/2017 registered at PS Dabri in CrI.M.C.6305/2023 and FIR no.052/2018 registered at PS Bindapur in CrI.M.C.6306/2023 have already been quashed vide common order dated 01.09.2023.

7. I have gone through the settlement which has been placed on record. 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 arrears 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 receiving 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 Cr.P.C. which is pending before. Sh. B.R. Kedia, Ld. Principal Judge Family Courts, 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 time of quashing of FIR No.52/2018 U/s 498A/406/34 IPC PS Binda Pur and FIR No.251/17 U/s 323/308/506/34 IPC 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 354/506/323/34 I/34 IP P D bri, N w D lhi 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 daughter namely A hi 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 the both the parties to the settlement shall withdraw their respective case/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 so paid by the petitioner at the time of first motion and thereafter shall stand forfeited by the petitioner.

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

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.

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 offenses after considering the nature of the offense 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. All the 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/Quashed. She has no objection if FIR No. 0247/17 registered with P.S. Dabri, New Delhi under section 354/506/323/341/34 IPC and all the proceedings emanating therefrom are quashed.

10. 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. No purpose will be served in continuing with the trial.

11. In view of the above, FIR No. 0247/17 dated 13.05.2017 registered with P.S. Dabri, New Delhi under section 354/506/323/341/34 IPC, and all the other proceedings emanating therefrom are quashed.

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

DINESH KUMAR SHARMA, J

SEPTEMBER 4, 2023

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