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

+ **CRL.M.C. 4736/2022, CRL.M.A. 19118/2022**

SH. NEERAJ & ORS.

..... Petitioners

Through: Mr. Nikhil Aggarwal, Adv. with
petitioners.

versus

STATE (NCT OF DELHI) AND NR.

..... Respondents

Through: Mr. Hemant Mehla, APP and SI
Manoj, PS Mundka.

Mr. Ankur Sharma, Adv. for R-2
(VC).

Mr. Abhishek Lakra and Mr. Rishabh
Malhotra, Adv. for respondent /
Varsha.

R-2 in person.

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Date of Decision: 17.08.2023.

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. 294/2015 registered under Section 498A/406/34 IPC at PS:- Mundka, West Delhi.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 09.12.2012 in accordance with the Hindu Rites and Ceremonies. However, on account of temperamental differences and mental incompatibility, the parties

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started living separately since 10.10.2014 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 31.05.2021 before the Delhi High Court Mediation and Conciliation Centre.
4. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs. 6,00,000 (*Rupees Six Lakhs*) in full and final settlement of the entire dispute to respondent no. 2/complainant. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 18.04.2022 passed by Learned Principal Judge, Family Courts, Tis Hazari, 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. 294/2015 registered under Section 498A/406/34 IPC at PS: - Mundka, West Delhi and all the proceedings emanating therefrom.
6. 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.

7. 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 by a decree of divorce by mutual consent order/judgment dated 18.04.2022, she has no objection if FIR no. 294/2015 registered under Section 498A/406/34 IPC at PS:- Mundka, West Delhi and all the proceedings emanating therefrom.
8. I have gone through the settlement which has been placed on record. The settlement agreement dated: 31.05.2021 provides for the following terms and conditions:

“1. That the Second party/Husband will pay the amount of Rs. 6,00,000/- (Rupees Six Lakhs) as full and final settlement and First party/ wife undertakes that she will neither file any case nor claim stridhan, maintenance, present, permanent compensation etc. from husband and his relatives. past and alimony, future future the Second party/husband and his relatives.



2. That out of the total settlement of 6,00,000/- (Rupees Six Lakhs) the First Party/ Wife will get Rs. 2,00,000/- (Rupees Two Lakhs only) in the form of Cash/ DD/ Cheque at the time of recording the statement of first motion B-1.

3. That within a week after First Motion B-1 First Party/ Wife will withdraw all the cases which is pending in any courts.

4. That the First Party/ Wife will get Rs. 2,00,000/- (Rupees Two Lakhs only) in the form of Cash/ DD/ Cheque at the time of recording the statement of first motion B-II.

5. That the Second party/ husband will pay the Rs. 2,00,000/- (Rupees Two Lakhs only) to the First Party/ Wife at the time of quashing of F.I.R no 294/2015 P.S Mundka U/S. 498A/406/34 IPC and First Party/ Wife shall corporate in High Court for the Quashing of the F.I.R.

6. That both the parties shall withdraw their complaints/ case, if any, pending before any court/forum/ authority at Delhi or outside Delhi against each other or their family members.

7. That after signing of the settlement deed, no claim whatsoever of both the parties has left against each other on their respective relatives.

8. That both the parties undertake that they shall not file any case, petition, complaint or application of any kind against each other or their family members in future except the petition for obtaining the divorce by mutual consent.

9. That after grant of decree of divorce, both the parties shall live separately and will not interfere in the peaceful life of each other.

10. That both the parties shall be at liberty to marry



anywhere else where they like after divorce by mutual consent.

11. That the First party/wife further undertakes that in future she shall not be having any right in movable or immovable properties of the Second party/ husband or her in-laws.

12. That the present deed of settlement has been prepared with the mutual consent of both parties and the respective consent of both parties has not been obtained by fraud, undue influence, coercion, pressure, force etc.

13. That both the parties will abide all the terms and conditions of this MOU/Settlement Deed and if any one of the party failed or back out from the terms and conditions of the said MOU/Settlement Deed, both the parties have right to initiate contempt proceeding against each other in the competent court of law at Delhi.

14. That at the time of this deed both the parties are in sound and disposing and not suffering from any mental disorder/ insanity/ infirmity and all the contents of this Deed of Settlement/ MOU have been read over to both the parties in vernacular manner and they understood the same.”

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. 294/2015 registered under Section 498A/406/34 IPC at PS:- Mundka, West Delhi and all the other proceedings emanating therefrom are quashed.



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

DINESH KUMAR SHARMA, J

AUGUST 17, 2023/AR

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