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

+ **CRL.M.C. 6640/2023**

SH SACHIN KUMAR @ BALA Petitioner

Through: Mr. Subhashree Priyadarshini, Proxy
counsel.
Petitioner in person.

versus

THE STATE OF GOVT OF NCTOF DELHI Respondent

Through: Mr. Digam Singh Dagar, APP and SI
Sonia Mann, PS Begumpur.
Mr. Deepak Kumar, Adv. for R-2.
R-2 in person.

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Date of Decision: 15.09.2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A.24869/2023 (exemption)

Exemption is allowed subject to all just exceptions.

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1. The present petition has been filed for quashing FIR No. 0491/2018 registered under Section 498A/406/34 IPC at PS Begum Pur, Rohini, Delhi.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 31.12.2017 in accordance

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with the Hindu Rites and Ceremonies. No child was born out the wedlock. However, on account of temperamental differences and mental incompatibility, the parties started living separately since 18.04.2018 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 compromise deed dated 10.05.2022. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs. 3,00,000/- (Rupees Three Lakhs Only) in full and final settlement of the entire dispute to respondent no. 2/complainant.
4. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 15.12.2022 passed by Learned Judge, Family Courts, Rohini, Delhi. He submits that the chargesheet, in this case, has already been filed and the matter is pending before the Learned MM, Rohini Court, 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. 0491/2018 registered under Section 498A/406/34 IPC at PS Begum Pur, Rohini, 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 15.12.2022, she has no objection if FIR No. 0491/2018 registered under Section 498A/406/34 IPC at PS Begum Pur, Rohini, Delhi and all the proceedings emanating therefrom.
8. I have gone through the settlement which has been placed on record. The settlement agreement provides for the following terms and conditions:

“I. That as per the Mutual understanding between the parties the Second Party/Husband has agreed to pay a total amount of Rs.3,00,000/(Rupees Three Lakhs only) to the First Party/wife as full and final settlement amount against all claims (permanent alimony as well as all past present



and future claims).

2. That it is further settled between the parties that the second party/husband shall pay the first instalment in a sum of Rs.1,00,000/-at the time of signing of this compromise, agreement and remaining amount in two further instalments which is as Rs. 100,000/-at the time of recording the statement of First Motion, Divorce by Mutual Consent and remaining amount in a sum of Rs.1,00,000/-at the time of recording the statement of Second Motion, Divorce by Mutual Consent and besides that no any amount of any kind whatsoever shall be given or taken by either parties.

3. That it is further settled between the parties that all or any litigation/cases/complaints/proceedings/petitions initiated by either party against the other shall be withdrawn after recording the statement of First Motion and prior to recording the statement of Second Motion.

4. That it is pertinent to mention here that the second party/wife has filed/initiated following complaint/cases:- a case of Maintenance as Mt. No, which is pending before Hon'ble Court of Ms. Seema Maini PJFC, Rohini Courts, and next date. of hearing is; one application U/S 12 of the Protection of Women from Domestic Violence Act, bearing No. 6032/2019 before Ms. Sanya Dalal, MM, Mahila Court, Rohini Courts, and next date of hearing is 15.07.2022.

5. That in the abovementioned D.V. Act case the Hon'ble Court has passed an order against the second party to pay an ad interim maintenance in a sum of Rs.5000/- per month vide order dated 26.03.2021 and for realisation of maintenance money in pursuance of the said order the First party filed one execution petition bearing No.09/2022 before the court of MS. Sanya Dalal, MM, Mahila Court and next date of hearing is 15.07.2022. The arrears of maintenance is in a sum of Rs.1,90,000/- till 10.06.2022.



6. That the second party/wife undertakes to withdraw all the abovementioned complaint/cases on their respective dates as per the terms mentioned in para 4 and 5.

7. That it is pertinent to mention here that a criminal complaint filed by the First party ensued in FIR No. 0491/2018, P.s: Begumpur, U/S 498A/406/34 IPC is pending investigation and the First party undertakes to give her No objection as well as co-operate with the second party in petition for quashing of the said FIR before Hon'ble High Court of Delhi at new Delhi. The first party shall bear the expenses of quashing before High Court.

8. That all the claims between the parties has been settled and it is settled between the parties that either party shall file any suit/petition/complaint or any proceedings against each other, for any matter in connection of present matrimony and any suit/petition/complaint/proceeding pending before any court or authority shall be withdrawn after the execution of the present settlement.

9. That both the parties shall jointly and mutually, file appropriate petition before the concerned family court for the dissolution of this marriage as per the present settlement, and the petition for First Motion shall be filed within 30 days of execution of the present settlement and further the parties undertake to co-operate each other in completing the proceedings for dissolution of marriage.

10. That it is agreed that henceforth both the parties shall have no grievance claims, counter claims, disputes, issues & alleged entitlements inter se between the parties left whatsoever against the each other and or any of their relations, family members, associates, aids and friends, etc. qua anything which they presently own or which they may acquire in future via any mode.

11. That the parties to this Agreement state and assert that



the instant settlement/compromise has been arrived at of their own accord, free will and voluntarily in their perfect and disposing sound state of mind and good health without any undue influence, threat, duress, and/or external pressure(s), coercion or collusion from any quarter.

12. That both the parties to the present Deed of Settlement undertake to comply with all the terms and conditions and fulfil their respective obligations and perform their part of the promise.

13. The parties further agree that the terms of the present settlement agreement is binding on both the parties and each party acknowledging that they are aware with and understanding the consequences, penal as well as civil for violating the terms of present settlement after its execution.

14. That it is agreed that In case either of the parties breached their respective promises/obligations of Deed of present Settlement then the other party shall have right and entitled to take appropriate legal action against the opposite party including recovery / dues of amount so paid/payable with interest or can claim the specific performance of the same from the Court of Law having competent jurisdiction.”

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. 0491/2018 registered under Section 498A/406/34 IPC at PS Begum Pur, Rohini, 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

SEPTEMBER 15, 2023/AR

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