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

+ **CRL.M.C. 4914/2022**

GAURAV AGGARWAL & ORS. Petitioners

Through: Ms. Neha Feroze, Adv. with
petitioners.

versus

STATE (NCT OF DELHI) & ANR. Respondents

Through: Mr. Digam Singh Dagar, APP and SI
Sachin Yadav, PS Hari Nagar.
Mr. Vinod Kumar, Mr. Shashank
Sharma and Mr. Himanshu Nagarwal,
Advs. with R-2.

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Date of Decision: 10.08.2023.

**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 seeking quashing of FIR no. 094 registered under Section 498A/406/34 IPC at PS Hari Nagar and all the proceedings emanating out of it.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 15.02.2015 in accordance with the Hindu Rites and Ceremonies. However, on account of

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temperamental differences and mental incompatibility, the parties started living separately since April 2017 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 (west), Tis Hazari 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 19.02.2022 before Counselling Cell, Family Court, South West, Dwarka Courts, Delhi. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs. 16,00,000/- (Rupees Sixteen Lakhs) in full and final settlement of the entire dispute to respondent no. 2/complainant. Out of the total amount, the Respondent no. 2 has received the remaining amount of Rs. 2,00,000/- (Rupees Two Lakhs only) by way of DD in the name of Shivani Mahajan, dated 08.08.2023 drawn from Kotak Mahindra Bank today in court.
4. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 11.07.2022 passed by Learned Principal Judge, Family Court, Tis Hazari Courts, West, 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. 094 registered under



Section 498A/406/34 IPC at PS Hari Nagar and all the proceedings emanating therefrom.

6. 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 husband shall pay to the wife of Rs. 16,00,000/- (Rupees Sixteen Lakhs Only) along with ornaments - one set diamond and one set gold) as full and final settlement (against stridhan and dowry, maintenance towards past, present and future qua this marriage) in Four instalments by way of DD/Pay Order.

3. It is agreed between the parties that husband will pay Rs. 5,00,000/- (Rupees Five Lakhs Only) and husband will also handover one set of diamond and one set of gold) to the wife at the time of recording of the statement of first motion by way of DD/Pay Order.

4. It is further agreed between the parties that husband will pay Rs. 1,00,000/- (Rupees One Lakh Only) to the wife at the time of recording of the statement of second motion by way of DD/Pay Order.

5. It is further agreed between the parties that the Petitioner shall pay Rs. 2,00,000/- (Rupees Two Lakhs Only) to the Respondent at the time of quashing of FIR No. 94 / 2019, U/s 498A / 406 / 34 IPC, P.S. – Hari Nagar in Hon’ble High Court of Delhi within 45 days after Second Motion and Respondent shall cooperate and sign all the necessary affidavit & do needful in quashing of said FIR.



6. It is further agreed between the parties that the first motion petition shall be filed on or before _____ and second motion petition shall be filed soon after the completion of the statutory period of the order U/s 13 B (1) of HMA.

7. There is / are ____×____ child / children, namely, _____ from this wedlock, who is / are living with the _____. It is agreed among the parties that the custody will be with _____. The _____ will / will not have visitation right.
(NOT APPLICABLE)

8. It is further agreed between the parties that the petitioner / respondent will withdraw the case which is pending in the Court of Sh. Sanjay Garg-I, Ld. Principal Judge, Family Court, Dwarka, New Delhi, U/s - 13 (i-a) of HMA at the time of recording of statements.

9. It is further agreed between the parties that the petitioner / respondent will withdraw the case which is pending in the Court Ms. Charu Dhankar, Ld. MM, Dwarka, U/s - 12 Domestic Violence Act on or before 31.03.2022 and at that time petitioner will pay Rs. 5,00,000/- (Rupees Five Lakhs Only).

10. It is further agreed between the parties that the petitioner / respondent will withdraw the case which is pending in the Court of Sh. Sanjay Garg-I, Ld. Principal Judge, Family Court, Dwarka, New Delhi, U/s – 125 Cr.Pc. on 31.03.2022 and at that time petitioner will pay Rs. 3,00,000/- (Rupees Three Lakhs Only).

11. It is further agreed between the parties that the petitioner / respondent will withdraw the case which is pending in the Court of _____.

12. It is further agreed between the parties that they have



understood the terms and conditions of the settlement in vernacular.

13. It is further agreed between the parties that they shall remain bound with the aforesaid terms and conditions as mentioned in the settlement.

14. All the matters relating to this marriage either civil or criminal are settled and neither the parties nor their relatives shall make any claim against each other in future and will not file any case / complaint against each other at any time of future in any Court of law / Police Station etc.

15. The above settlement is with respect to all claims of wife past, present and future alimony, stridhan, maintenance, pending amount of maintenance, articles, property etc. and neither she nor her relatives shall claim anything from husband or his family members in future.

16. 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 if respondent backs out the amount taken at the time of first motion shall be returned to petitioner with 2 % interest per month and if petitioner backs out the amount taken at the time of first motion shall stands forfeited by the respondent.

17. 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 the payment of the fine / penalty as mentioned above.

18. The terms and conditions mentioned in the settlement have been understood in vernacular. He above said settlement is arrived at between the parties out of their own



free will, volition and consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (both of law and fact), in any form whatsoever and the parties agreed that the Settlement / Agreement has been correctly recorded as per the agreed terms & conditions.”

7. It is a settled law 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.
8. 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 11.07.2022, she has no objection if FIR no. 094 registered under Section 498A/406/34 IPC



at PS Hari Nagar and all the proceedings emanating therefrom are quashed.

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. 094 registered under Section 498A/406/34 IPC at PS Hari Nagar and all the other proceedings emanating therefrom are quashed.
11. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

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