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

+ **CRL.M.C. 6742/2023**

SAHIL BHASIN & ORS.

..... Petitioners

Through: Mr. Aman Sareen, Mr. Harmeet Singh and Mr. Raunak Wahi, Advocates alongwith petitioners in person.

versus

STATE OF NCT OF DELHI & ANR.

..... Respondents

Through: Mr. Digam Singh Dagar, APP for the State with SI Naveen, PS Rajouri Garden.

Ms. Poonam Rajesh, Advocate for R-2 with R-2 in person.

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Date of Decision: 18.09.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 25237/2023 (for Exemption)

Exemption is allowed subject to all just exceptions.

Application is disposed of.

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1. The present petition has been filed for quashing FIR no. 0147/2023 dated 24.02.2023 registered under Section 498A/406/34 IPC at PS Rajouri Garden, West.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 07.07.2018 in accordance with the Hindu Rites and Ceremonies. No child was born out of the said wedlock. However, on account of temperamental differences and mental incompatibility, the parties started living separately since January 2022 and respondent no. 2 left the matrimonial house on 02.09.2022 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 04.03.2023.
4. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs. 50,00,000 (Rupees fifty lacs only) in full and final settlement of the entire dispute to respondent no. 2/complainant.
5. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 09.08.2023 passed by the Learned Judge, Family Courts, Tis Hazari.



6. 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. 0147/2023 dated 24.02.2023 registered under Section 498A/406/34 IPC at PS Rajouri Garden, West and all the proceedings emanating therefrom.
7. 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.
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 09.08.2023, she has no objection if FIR no. 0147/2023 dated 24.02.2023 registered under Section 498A/406/34 IPC at PS Rajouri Garden, West and all the proceedings emanating therefrom.



9. I have gone through the settlement which has been placed on record. The settlement agreement provides for the following terms and conditions:

1. That by this compromise deed the parties have agreed to get their dissolved by a decree of divorce with mutual consent under section 13B (1) & 13 B (2) of Hindu Marriage Act, 1955 from the court of learned Principal Judge/ Family Court.

2. That the first party/ wife has settled all her claim towards remaining / left over Istridhan articles, her maintenance (past, present & future) and permanent alimony in a sum of Rs.50,00,000/- (Rupees Fifty Lacs Only), payable by the second party / husband to the first party/ wife.

3. That it is agreed between the, parties that second party / husband shall pay an amount of Rs.17,00,000/- (Rupees Seventeen Lacs Only) to the first party / wife at the time of recording of statement of the parties in the first motion petition U/s 13-B (1) of HMA

4. That it is further agreed between the parties, that the second party / husband shall return all the documents of the first party / wife (as mentioned in. annexed list) to the first party / wife at the time of recording of statement of the parties in the first motion petition U/e 13-B (1) of HMA.

5. That both the parties undertake that after first motion, they shall withdraw all their respective cases/ complaints/ petitions as mentioned in earlier Para No. (i) to (iv), pending against each other and their relatives and also withdraw cases/ complaints which are or are not in the knowledge of either of the parties.

6. That it is further agreed between the parties that the second party / husband shall pay an amount of Rs.17,00,000/- (Rupees Seventeen



Lacs Only) to the first party / wife at the time of recording of statement of the parties in the second motion petition U/s 13-B (2) of HMA.

7. That it is further agreed between the parties the second party / husband shall pay an amount of Rs. 16,00,000/- (Rupees Sixteen Lacs Only) to the first party / wife at the quashing of FIR before the Hon'ble High Court of Delhi.

8. That both the parties undertake to co-operate with each other in getting decree of divorce by mutual consent.

9. That both the parties undertake that in future both shall not file any case/ suit/ complaint/ litigation/ appeal/ revision against each other or relatives.

10. That both the parties undertake that they shall appear, sign, verify, file appropriate application, affidavit, statement etc before learned court concerned for decree of divorce by mutual consent.

That the subject to aforesaid settlement/ Compromise, now no party shall have any grievances/ complaint of any kind against each other, and/or claim on any account, as regards their marriage.

12. That both the parties shall not make or proceed with any further complaint on account of marriage, against each other and/or their respective relation, at any point of time, in any manner or circumstances.

13. That it is expressly agreed and understood between both the parties that they shall destroy all the photographs, video graphs or any other related document or all of the communications (including text messages, Whatsapp messages, Instagram message, face-book message or any other kind of communication on any other social



platform) exchanged between the parties at any point of time immediately after signing the present MOU.

14. That it is expressly agreed and understood between both the parties to this present settlement agreed that either of the parties shall not make any attempt to contact each other or through any mode of communication or through any social platform for at all times to come in future. It is expressly agreed that the parties shall not visit the residential or official premises of either of the parties for all times to come in future. If afterwards, in case any of the parties either attempts to contact or meet the other party at any point of time then the other party shall be at complete liberty to initiate appropriate legal proceedings (both civil or criminal) against the party breaching the present, agreement before Appropriate Forum, Police Station or Concerned Courts of law.

The parties are executing this Deed on their own accord, free-will, volition, voluntarily, in perfect senses, disposing mind, without any kind of pressure, inducement, coercion, compulsion, or fraud.

The parties have understood the terms of this Deed in vernacular and admit the same as correct and bound by the same.

10. In terms of the settlement, Rs.16 Lakhs have been paid today to respondent No.2 vide DD no.422210 dated 11.09.2023 for Rs.16 Lakhs, drawn on Punjab National Bank, Surajmal Vihar, Shahdara, Delhi.
11. 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.



12. In view of the above, FIR no. 0147/2023 dated 24.02.2023 registered under Section 498A/406/34 IPC at PS Rajouri Garden, West and all the other proceedings emanating therefrom are quashed.

13. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 18, 2023/kct