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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 6758/2023**

**JEET ANAND @ JEET RAKESH KUMAR ANAND ANR. &
ANR. Petitioners**

Through: Ms.Archana pathak Dave, Mr.Kumar
Prashant and Mr.parmod Kumar
Vishnoi, advts.
Petitioner no.1 in person. (through
VC)

versus

THE STATE NCT OF DELHI ANR & ANR. Respondents
Through: Mr.Hemant Mehla, APP for the state
with Mr.Dipanshu Meena, Advocate
Mr.Nikhil Bahri, Adv. for R-2. With
R-2 in person.
SI Vikas, PS Punjabi Bagh

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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. 25265/2023 (exemption)

Exemption is allowed subject to all just exceptions.

Application stands disposed of.

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1. The Present petition has been filed under section 482 Cr.P.C seeking

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quashing of FIR No. 0709/2015 dated 08.07.2015 registered under Section 498A/406/34 IPC at PS Punjabi Bagh, Delhi and all the proceedings emanating therefrom.

2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 14.04.2014, in accordance with the Hindu Rites and Ceremonies in Delhi. No, child was born out of the said wedlock. However, on account of temperamental differences and mental incompatibility, the parties started living separately since 12.09.2014 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 29.05.2023. As per the settlement it has been agreed between the parties that the petitioner shall pay a sum of Rs.40,00,000/- (Forty lacs Only) as full and final settlement, out of which sum of Rs. 30,000,000(Thirty Lacs only) has already been paid and today D.D. No. 729550 dated 08.09.2023 in the sum of Rs.10 lakhs in the name of Shrutika Saxena drawn on State Bank of India.
4. It has been submitted that the petitioner has filed a petition of divorce in Nairobi, Kenya and got an ex parte decree of divorce vide order dated 24.02.2017.
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. 0709/2015 dated



08.07.2015 registered under Section 498A/406/34 IPC at PS Punjabi Bagh, Delhi and all the proceedings emanating therefrom.

6. I have gone through the settlement dated 29.05.2023, which has been placed on record, the terms and conditions of which read as under:

*1. That the **First Party** and Mr. Jeet Anand (Son of the **First Party** and husband of the **Second Party**)/**Confirming Party** have agreed to pay a sum of Rs. 40,00,000/- to the **Second Party** towards full and final settlement of all claims, past, present and future between the '**Parties**'. The said amount is payable by demand draft in three installments to be paid as follows:*

1st Instalment Rs. 15,00,000/- at the time of execution of the Settlement Agreement vide DD No. 729528 dated 20.05.2023 drawn on State Bank of India.

2nd Instalment Rs. 15,00,000/- after two months from the payment of 1st Instalment on or before 30.07.2023.

3rd Instalment Rs. 10,00,000/- to be paid before the Hon''ble High Court at the time of quashing of the FIR, after two months from the payment of 2nd instalment on or before 15.09.2023.

*2. That the '**Parties**' have agreed that immediately after payment of the first installment of Rs. 15 Lakhs which is payable at the time of signing of the present Settlement Agreement, the '**Parties**'/**First Party** shall file an application in the Hon'ble High Court in the pending petition under Section 482 Cr.P.C. bearing Crl. M.C. No. 4264/2022 for stay of proceedings and processes arising out of the FIR No. 709/2015 registered at PS Punjabi Bagh U/s 498A/406/506/34 IPC, which proceedings are pending before the Court of Ms. Neetika Kapoor, MM, Mahila Court West District, Tis Hazari. The **Second Party** shall support the **First Party** in obtaining the said stay by way of giving a "No Objection".*



3. That it is agreed between the '**Parties**' that if the need arises, the **Second Party** shall appear in person or through counsel, before the Court of Ms. Ambika Singh, ASJ, West District, Tis Hazari Court (in Crl. Rev. No. 468 of 2022), for the purpose of grant of stay of the Processes issued under Section 82 Cr.P.C. against the **First Party** and the **Confirming Party** by the Court of Ms. Neetika Kapoor, MM, Mahila Court West District, Tis Hazari vide order dated 27.09.2022 in FIR No. 709/2015 registered at PS Punjabi Bagh U/s 498A/406/506/34 IPC.
4. That the '**Parties**' have agreed that the demand draft for the third installment of Rs. 10 Lakhs shall be handed over to the **Second Party** at the time of quashing of the FIR above mentioned. Upon the third and final installment becoming due, the **Second Party** (wife) shall cooperate and sign all the necessary affidavits as well as give "No objection" for filing of an application for quashing of the FIR No. 709/2015 before the Hon'ble High Court of Delhi. The application for quashing shall be prepared and filed by the **First Party** who shall bear all the expenses for filing.
5. That it has been mutually agreed by the '**Parties**' not to file any case criminal/civil against each other or any other family members and if any case is found pending in any Court of law or before any other Authority/police, the same shall be appropriately disposed of.
6. That the '**Parties**' undertake to abide by the terms in the present Settlement Agreement.
7. That after the present Settlement Agreement is entered into, no more dispute, differences, litigation, claim or counter claims between the '**Parties**' shall remain in future and the '**Parties**' shall take necessary steps and actions to implement the present Settlement Agreement in letter and spirit and co-operate with each other in quashing of FIR bearing No. 709/2015 registered at PS Punjabi Bagh.
8. That the **Second Party** acknowledges that she is left with no claim of any nature whatsoever, against the **First Party** and the **Confirming Party** and undertakes not to stake any claim in future.
9. That the '**Parties**' to the present Settlement Agreement have also assured that they, either individually or through their relatives and



*friends, have not instituted any complaint nor lodged any FIR against the other party or his/her relatives and further, shall not institute any case, suit, claim petition and /or any other complaint/FIR against each other or any of their family members in any Court of Law, Authority, Police Station or any other department in this regard. It has been further agreed between the **'Parties'** that in case any other Case/Complaint/FIR is found pending in any of the said Forums, the same shall be withdrawn immediately by the respective party and they shall not proceed further with the same.*

*10. That the **'Parties'** to the present Settlement Agreement have further agreed that they shall not, either in their individual capacity or through their successors, administrators, assignees etc. stake any claim for recovery of damages against either of the **'Parties'** for any alleged malicious prosecution or any other similar or incidental proceedings as a counter-blast to the proceedings instituted between the **'Parties'**. It is agreed that incase, any such litigation, is already instituted, of which, the **'Parties'** do have any knowledge, the same shall be withdrawn.*

*11. That the above compromise has been arrived at by the **'Parties'** without any force, pressure or undue influence having been applied on either of the **'Parties'** and is in the interest of both the **'Parties'** so that they can live in peace and harmony for the rest of their respective lives.*

*12. That the **'Parties'** shall bear their own expenses henceforth.*

13. That in case either party fails to honor its commitment in terms of this Settlement Agreement, the other party/s shall have the right to file remedial

proceedings, both judicial and financial, in an appropriate Court of Law including execution proceedings and taking steps to revive earlier pending proceedings in the Court of Law.

*14. That this compromise has been drafted under the joint instructions of the **'Parties'** who have read and understood the contents thereof and have signed this document voluntarily, of their own free will and without any fear*

or pressure from any quarter.

*15. That the **'Parties'** undertake before the Hon''ble Court that they are bound by this Settlement Agreement and to abide by the terms and*



conditions set out in the Settlement Agreement and not to dispute the same hereinafter in future.

7. Both the parties are present in person have been duly identified by the IO and 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 parties have amicably settled, she has no objection for quashing of FIR No. 0709/2015 dated 08.07.2015 registered under Section 498A/406/34 IPC at PS Punjabi Bagh, Delhi and all the proceedings emanating therefrom.
8. It is a settled proposition of 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 this regard 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. 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. 0709/2015 dated 08.07.2015 registered under Section 498A/406/34 IPC at PS Punjabi Bagh, Delhi and all the proceedings emanating therefrom are quashed.

11. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 18, 2023

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