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

+ **CRL.M.C. 6875/2023**

NIPUN WADHAWAN & ORS.

..... Petitioners

Through: **Mr.Raj Kamal and Mr.Kartauya
Batra, advts.**

versus

STATE OF NCT OF DELHI & ANR.

..... Respondents

Through: **Mr.Digam Singh Dagar, APP for the
State.
SI Deepak Tanwar, PS S.J.Enclave**

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Date of Decision: 21.09.2023

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 under section 482 Cr. P.C. for quashing of case FIR No. 0044/2021 dated 19.02.2021 registered under Section 498A/406/323/34 of IPC at P.S. Sarfdarjung and all the proceedings emanating therefrom.
- 2.Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 29.01.2016 in accordance with the Hindu Rites and Ceremonies. However, on account of temperamental differences and mental incompatibility, the parties started

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living separately 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 24.02.2023 before the Mediation Centre, Saket Court. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs. 10,00,000/- (Rupees Ten Lakh 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 24.04.2023 passed by Learned Principal Judge, Family Court, Saket Court.
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.0044/2021 registered under Section 498A/406/323/34 IPC at PS Sarfadarjung 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. It is agreed between the parties that since there is no chance of their re-union, they will part their ways by seeking decree of divorce by mutual consent.

2. It is agreed between the parties that Second Party shall pay an amount of Rs. 10,00,000/- (Rupees ten lakh only) towards full and final settlement of all her claims including maintenance (past, present and future), permanent alimony, stridhan, execution amount etc in three installments. The 1st installment would be of Rs. 5,00,000/- (Rupees five lakh only), and the 2nd and 3rd//last



installments would be of Rs. 2,50,000/- (Rupees two lakh fifty thousand only) shall be paid by the Second Party to the First Party at the time each. All the payments shall be made by way of DD/NEFT/RTGS.

3 It is also agreed between the parties that both the parties shall file first motion petition on mutual consent before the appropriate Court on or before 15.03.2023 and further, the 1st installment of Rs. 5,00, 000/- (Rupees five lakh only) shall be paid by the Second Party to the First Party at the time of statement for first motion divorce petition.

4. Thereafter, It is further agreed between the parties that both the parties will file the second motion divorce petition within the stipulated period, as per law and further, the 2nd installment of Rs. 2,50,000/- (Rupees two lakh fifty thousand only) shall be paid by the Second Party to the First Party at the time of statement for second motion divorce petition. Both the parties shall co-operate with each other in preparation of petition for divorce by mutual consent.

5. That the above-mentioned FIR No. 44/ 21 has been registered against the Second Party and his family members on the complaint of First Party, for which parties shall move for quashing before the concerned Hon' ble High Court within 90 days after recording of statement for second motion and further, the 3rd installment of Rs. 2,50,000/- (Rupees two lakh fifty thousand only) shall be paid by the Second Party to the First Party at the time of quashing of above-mentioned FIR.

6. It is agreed between the parties that if either of the parties commit breach or default of this mutually agreed settlement after the recording of first motion, the amount taken by the First party at the time of first motion shall be returned to the Second Party and if Second Party backs out, the amount given at the time of first motion shall stand forfeited by the First Party.

7. It is further agreed between the parties that First Party shall withdraw the present matter as well as above-mentioned connected matter i.e. Case No. 5371/2020 on 21.03.2023 from the court concerned.



8. *It is also agreed by the parties that upon compliance of the above-mentioned terms and conditions of this settlement, parties shall not file any civil /criminal case pertaining to their marriage and/or with regard to their respective movable or immovable property/properties, whatsoever.*

9. *It is agreed between the parties that in pursuant to this settlement, upon compliance of the present settlement, as mentioned above, both the parties shall be left with no claims or dues against each other with respect to the present execution as well as above-mentioned connected matters and parties shall request the court concerned for disposal of the matter in view of the present settlement.”*

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 24.04.2023, she has no objection if FIR No.0044/2021 registered under Section 498A/406/323/34 IPC at PS Sarfardjung and all the proceedings emanating therefrom are quashed.

8. 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.

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.0044/2021 dated 19.02.2021 registered under Section 498A/406/323/34 IPC at PS Sarfardarjung 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 21, 2023

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