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

+ **CRL.M.C. 5112/2022**

JAI KISHAN & ORS.

..... Petitioners

Through: Mr. Atin Handiya and Mr. Ashok
Chauhan, Advs.

versus

THE STATE (GOVT OF NCT OF DELHI) & ANR. Respondents

Through: Mr. APP for the State with SI
Pushpender, PS Begumpur
Mr. Aslam Shah, Mr. Sunil Kumar,
Mr.Mehul Gupta and Mr. Gaurav
Garg, Advs.

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Date of Decision: 26.04.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 20406/2022 (Exemption)

Exemption is allowed subject to all just exceptions.

CRL.M.C. 5112/2022

1. The present petition has been filed under Section 482 Cr. PC seeking quashing of FIR No. 229/2016 registered at P.S. Begum Pur under

Sections 498A/406/34 IPC.

2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 12.05,2015 in accordance with the Hindu Rites and Ceremonies. However, on account of temperamental differences and mental incompatibility and conduct, the parties started living separately since 12.06.2015 and there has been no child born out of the wedlock. They have 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, Rohini 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 29.08.2018 before the Delhi High Court Mediation and Conciliation Centre. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs. 1,95,000/- in full and final settlement of the entire dispute and out of which she has already been paid Rs.1,45,000/-.
4. 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. 229/2016 registered at PS Begum Pur under Sections 498A/406/34 IPC and all the proceedings emanating therefrom.
5. 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.

6. 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. She submits that today she has received the remaining sum of Rs.50,000/- received by way of a Demand Draft bearing No.291972 dated 21.01.2023 drawn on Canara Bank to respondent no. 2/complainant. Since the terms of the settlement have been complied with, she has no objection if FIR no. 229/2016 registered at PS Begum Pur under Sections 498A/406/34 IPC and all the proceedings emanating therefrom.
7. I have gone through the settlement which has been placed on record. The parties have reached at a settlement at mediation Centre. The terms and conditions reads as under:

“1) The parties shall get dissolved their marriage by a decree of divorce by mutual consent without levelling allegations and

counter-allegations against each other in accordance with law before the court of competent jurisdiction at Delhi.

2) The respondents no.1/husband shall pay a total sum of Rs. 1,95,000/- (Rupees One Lakh Ninety Five Thousand Only) to the complainant/wife towards her full and final satisfaction qua all her claims past, present and future arising out of the marriage which shall include permanent alimony, stridhan, dowry articles, maintenance and all other claims including miscellaneous expenses.

3) The settlement amount of Rs. 1,95,000/- (Rupees One Lakh Ninety Five Thousand Only) shall be paid by the respondent no.1/husband to the complainant/wife in the following manner:-

(i) The sum of Rs. 50,000/- (Rupees Fifty Thousand Only) at the time of recording statements in First motion petition under section 13B(1) of Hindu Marriage Act which shall be filed by the parties jointly within two months from today.

(ii) The sum of Rs. 50,000/- (Rupees Fifty Thousand Only) at the time of recording statements in Second motion petition under section 13B(2) of Hindu Marriage Act which shall be filed by the parties jointly in accordance with law.

(iii) A sum of Rs. 45000/- (Rupees Forty Five Thousand Only) at the time of withdrawal of following cases:-

a) Rs. 15,000/- at the time of withdrawal of present case within one month of passing of decree of divorce in second motion petition.

b) Rs. 15,000/- at the time of withdrawal of execution petition within one month of withdrawal of the present case.

c) Rs. 15,000/- at the time of withdrawal of petition U/S 125 Cr.P.C. within one month of withdrawal of execution petition.

(iv) The remaining amount of Rs. 50,000/- (Rupees Fifty Thousand Only) at the time of quashing of FIR No. 229/16, U/S 498A/406/34 IPC, P.S. Begum Pur titled State vs Jai Kishan Pal

& Ors. which shall be filed by the respondents /accused persons before the Hon'ble High Court of Delhi within five months of passing of decree of divorce in the second motion petition. The complainant/wife shall cooperate in quashing of the aforesaid FIR and shall make necessary statement or affidavit, if required.

- 4) Both the parties shall not interfere in the life of each other in future.
- 5) After compliance of terms of the present settlement, there shall remain no case/dispute between the parties qua the marriage of the complainant and respondent no. 1 and that none of the parties shall file any civil or criminal proceedings against each other and their respective family members in future qua the same and that if any other case/petition/complaint etc. between the parties is pending in any Court or Authority, the same shall be withdrawn/got disposed of by the respective party.
- 6) Both the parties undertake to abide by the terms of the present settlement and there shall be no breach/violation of any terms of the same. It is made clear to both the parties that in the event of breach/violation/willful/deliberate disobedience of any terms of the same, the defaulting party shall be liable to be punished for contempt of court.”
8. In terms of the settlement, the parties state that their marriage has also been dissolved and the complete payment has already been made.
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. It has submitted by respondent No.2 that the other matters under Section DV act and Section 125 Cr. PC. shall be withdrawn.

11. In view of the above, FIR No. 229/2016 registered at PS Begum Pur under Sections 498A/406/34 IPC and all the other proceedings emanating therefrom are quashed. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

APRIL 26, 2023

Pallavi

