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

+ CRL.M.C. 5291/2022

KULVEER SINGH AND ORS.

..... Petitioners

Through: Mr. Kunal Punj, Advocate with
petitioners.

versus

STATE (NCT OF DELHI) & ANR.

..... Respondents

Through: Mr. Digam Singh Dagar, APP for
State and SI Vandana PS Hari Nagar.
Mr. S. Satyanarayan and Ms. Shivani,
Advocates for respondent no. 2 with
respondent no.2 through v/c.
Mr. Shakti Chaudhary, Brother of
respondent no.2 in person.

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Date of Decision: 11.04.2023

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 for quashing FIR no. 404/2019 registered under Section 498A/406/34 of IPC at PS Hari Nagar.
2. Facts in brief are that the marriage between the petitioner No.1 namely Mr. Kulveer Singh and Respondent no.2/complainant was solemnized on 29.04.2017 as per Hindu Rites and Customs. No child was born out of this wedlock. Thereafter owing to temperamental differences

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both the parties started residing separately since 02.10.2018. Consequently, respondent no. 2/complainant lodged a complaint, on the basis of which, the present FIR against the petitioners herein came to be registered. It has been submitted that the Chargesheet has been filed and the matter is pending adjudication before the Ld. MM. West District, Tis Hazari Courts, Delhi.

3. Learned Counsel further submits that during the pendency of the proceedings, the parties have resolved their dispute amicably settled and in furtherance thereof, they have entered into a settlement agreement dated 30.03.2022 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 14,50,000/- 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 07.07.2022 passed by Ms. Renu Bhatnagar, Ld. Judge, Family Court, Tis Hazari 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. 404/2019 registered under Section 498A/406/34 at PS Hari Nagar and all the proceedings emanating therefrom.

6. 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.

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 i.e., HMA No.1361/2019 titled '*Shivani v/s Kulveer Singh*, Ct. Case No.322/2019 titled *Shivani v/s Kulveer Singh*, DV complaint case filed by respondent no.2 bearing Ct. Case no. 322/2019, FIR No. 404/2019 under Sections 498A/406/34 IPC, Hari Nagar, Delhi lodged at the instance of respondent no.2 and CrI. M.C. No.5291/2022 titled '*Shivani v/s Kulveer Singh* 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 07.07.2022, she has no objection if FIR no. 404/2019 registered under Section 498A/406/34 at PS Hari Nagar and all the proceedings emanating therefrom.

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

“(a) Rs. 5,00,000/- (Rupees Five Lakhs Only) shall be paid by the First Party to the Second Party by way of a Demand Draft at the time of recording of statement of first motion petition under Section 13B (1) HMA before the concerned Family Court.

(b)Rs.5,00,000/- (Rupees Five Lakhs Only) shall be paid by the First Party to the Second Party by way of a Demand Draft at the time of recording of statement of second motion

petition under Section 13B(2) HMA before the concerned Family Court.

(c) Rs.4,50,000/- (Rupees Four Lakh Fifty Thousand Only) shall be paid by the First Party to the Second Party by way of a Demand Draft at the time of quashing of the above said FIR bearing No. 404/2019 dated 22.08.2019 u/s 498A/406/34 [IPC](#) registered at Police Station Hari Nagar, West Delhi against the First Party and his family members (In-Laws) and the same shall be filed within a month of the allowing of the second motion petition.”

9. In pursuance to the settlement deed the remaining amount of Rupees Four Lakh Fifty Thousand only has been paid today vide DD No.189459 in the name of Shivani Choudhary drawn on Citi Bank dated 13.02.2023.
10. Taking into account the totality of facts and circumstances of the case, his 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.
11. In view of the above, FIR no. 404/2019 registered under Section 498A/406/34 IPC at PS Hari Nagar, and all the other proceedings emanating therefrom are quashed.
12. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

April 11, 2023/AR

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