



\$~37

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

+ CRL.M.C. 5314/2022

RAKESH AND ORS.

..... Petitioner

Through: Mr.Yatender Khatri, Adv. with
petitioners in person.

versus

THE STATE AND ANR.

..... Respondent

Through: Mr.Hemant Mehla, APP for the state
with Mr.Dipanshu Meena, Advocate
SI Rahul, PS Bawana
Respondent no.2 in person.

%

Date of Decision: 09.05.2023

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. 0568/2015, dated 25/08/2015 registered under Section 498A/406/34 IPC at PS Bawana, Delhi.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 12.03.2013, in accordance with the Hindu Rites and Ceremonies in Delhi. One child was born out of the said wedlock namely, Puneet. However, on account of temperamental differences and mental incompatibility, the parties started living separately since



15.10.2015 and 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/compromise deed dated 05.01.2021. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs 6,50,000 in full and final settlement of the entire dispute to respondent no. 2/complainant out of which Rs 2,50,000 (Two Lakhs fifty thousand Only) in the first motion and paid and Rs. 2,00,000 in cash (Two Lakhs Only). Demand draft no.275581 revalidated on 10.04.2023 drawn on Union Bank, Narela in the sum of Rs.1,50,000/- in the name of Ms. Rani has been handed over to respondent no.2 in court today.

4. I have gone through the settlement which has been placed on record. The parties have reached on a settlement dated 05.01.2023, terms and conditions of which read as under:

- 1. That both the parties have mutually agreed to seek divorce _by filing divorce petition u/s 13 B (1) and U/s 13 B- (2) of Hindu Marriage Act by mutual consent. It is agreed between the parties that the first party (husband) shall pay an amount of Rs.6,50,000/- (Rupees Six lacs Fifty Thousand only) against the full and final settlement of all the claims of the second party, (wife) towards lstridhan articles, Jewellery, ornaments, maintenance past, present and future and permanent alimony.*
- 2. That it is agreed that a first payment of Rs.2,00,000/- {Rupees two Lacs only) through Demand Draft and Rs.50,000/- (Fifty Thousand Rupees) through cash along with admit list of the articles which*



annexed with present settlement and compromise Deed shall be paid by the first party (husband) to the second party (wife) at the time of recording of statement u/s 13B (1) of HMA.

3. That it is agreed that part payment of Rs.1,50,000/- (Rupees one lac Fifty Thousand only) through Demand Draft and Rs.50,000 (fifty thousand rupees) through cash shall be paid by the first party (husband) to the second party (wife) at the time of recording of statement u/s 13B (2)HMA before the concerned court.

4. That it is agreed that the third and final payment of a sum of Rs.1,50,000/- (Rupees one lac Fifty Thousand only) through Demand Draft and Rs.50,000/- (fifty Thousand Rupees) through cash will .be paid by First Party to second Party at the time of recording of statement before the Hon'ble High Court of Delhi and second Party will cooperate with the First Party in quashing of the FIR No.568/2015 under Section 498-A/-406/34 Indian Penal Code registered at Police Station Bawana Delhi and the second Party will be present before the Hon'ble High Court of Delhi.

5. That both the Parties shall also withdraw their cases and claims pending in the Courts filed against each other and their family members.

6. That it is further agreed between the parties that the second party will withdraw the case filed by her under section 125 Cr. P. C. Act against the first party after the first Motion which is pending before the Hon'ble court of Sh. Manu Rai Sethi, Ld. Principal Judge Family Court, Rohini, Delhi.

7. That the first party will forgoe and relinquish all his claims of custody of the Master Puneet and the custody of Master Puneet will remain exclusively with the second party who shall be responsible for maintenance, upbringing, education, survival and all other liabilities of the minor. That the custody of the child/son shall remain with the wife and the husband shall not seek either for the custody and visitation rights of the son.

8. That the mutual consent of either of the parties to the compromise has not been obtained by force, fraud or undue influence from any corner.



9. *That both the parties undertake not to turn around from the compromise and settlement deed.*

5. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 19.05.2022 passed by Learned MM. Sanjay Jindal, Family Court, Rohini Delhi.

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. 0568/2015 registered under Section 498A/406/34 IPC at PS Maurya Enclave, Pitampura, Delhi. 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 19.05.2022, she has no objection FIR no. 0568/2015, dated 25/08/2015 registered under Section 498A/406/34 IPC at PS Bawana, Delhi and all the proceedings emanating therefrom.

9. Affidavit in compliance of order dated 17.01.2023 of this court is on record vide which it has been undertaken as under:

That the Deponent in compliance with the order dated 17/01/2023 of the Hon'ble High Court of Delhi in the aforesaid matter, hereby undertakes that the terms of the Settlement Agreement dated 05/01/2022 between the Petitioner No.1 and the respondent no. 2, shall not prejudice the rights of the minor child namely Master Puneet as per rules of law.

10. 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.

11. In view of the above, FIR no. 0568/2015, dated 25/08/2015 registered under Section 498A/406/34 IPC at PS Bawana, Delhi 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

MAY 9, 2023

rb