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

+ **CRL.M.C. 5480/2022**

SANJAY KUMAR AND ORS.

..... Petitioners

Through: Mr. Vijay Kumar Grover and Mr.
Bhim Kishore, Adv.

versus

STATE (GOVT OF NCT OF DELHI) AND ANR.

..... Respondents

Through: Mr. Hemant Mehla, APP and SI
Narender and ASI Banwari Lal.
Mr. Sunil Kumar and Mr. Sunil Roy,
Adv. with R-2.

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Date of Decision: 10.08.2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 21791/2022

Exemption allowed subject to just exceptions.

Application stands disposed of.

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1. The Present petition has been under section 482 Cr.P.C seeking quashing of FIR No. 130/2019 dated 23.02.2019 registered under

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Section 498A/406/34 IPC at PS Ranhola and all the proceedings arising therefrom.

2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 09.07.2011, 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 18.03.2018 and instituted litigation against each other. He submits that the charge-sheet has been filed and is pending before the learned MM Saumy Chauhan, Mahila Courts, Tis Hazari Courts.
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 09.03.2021. As per the settlement it has been agreed between the parties that the petitioner shall pay a sum of Rs.1,00,000/- (Rupees one lakh Only) as a full and final settlement, which has already been paid to respondent no.2.
4. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 26.02.2022 passed by Principal Judge, Family Court, Tiz Hazari Court, Delhi
5. Learned Counsel for the petitioners, therefore, submits that since the parties have resolved all their differences amicably, it would be in the interest of justice to quash FIR No.130/2019 dated 23.02.2019



registered under Section 498A/406/34 IPC at PS Ranhola and all the proceedings arising therefrom.

6. I have gone through the settlement agreement which has been placed on record. The parties have settled the matter on 09.03.2021 on the following terms and conditions:

“1. That the marriage of First Party and the Second Party was solemnized on 09.07.2011 according to Hindu Rites and Customs at Delhi Cantt., New Delhi.

2. That both the parties decided to waive all rights, claims etc. against each other arising out of the present marriage. Further not to claim anything as past, present and future alimony/maintenance/Istridhan against each other and both the parties further agreed to take divorce with their mutual consent.

3. That both the party has agreed to dissolve their marriage with monetary settlement of Rs. 1,00,000/- ; (Rupees One Lac Only) and it is agreed between the ! parties that the Second party shall pay an amount of Rs. 50,000/- (Rupees Fifty Thousand Only) to the First 3. Party at the time of statem.ent of parties in second motion and further agreed that the Second Party shall pay the rest of an amount of Rs. 50,000/- (Rupees Fifty Thousand Only) at the time of recording of statement of First party in the Quashing of an FIR at Hon'ble High Court of Delhi at Delhi.

4. That it has been further agreed between the parties that both the parties shall fully cooperate with each other at the time of filing of the first motion, second motion of divorce petition by mutual consent and High Court petition for quashing of an FIR, any other Court proceedings necessary till the disposal of the cases and divorce.



5. That it is further mutually agreed between both the parties that neither of the party shall file any complainant/case or claim against each other or against their family members in respect of the said marriage in any court of law and to withdraw all their cases/complaints, if any, against each other or against their family members or relatives from the concern P.S./Court.

6. That it has been further mutually agreed between the parties not to interfere in their life and both are free to take any decision of their own life.

7. That the parties to this Deed have decided that they are unable to live together and have decided to dissolve all their matrimonial disputes/marriage, voluntarily, willingly, without any fear, coercion or undue pressure I of any party in any manner.

8. That the parties are fully satisfied from the said settlement and shall bound by all the terms and conditions as mentioned herein.

9. That this "Settlement Deed" may be treated as a "Divorce Treaty with Mutual Consent" for both the parties."

7. 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



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. 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.
9. In view of the above, of FIR No. 130/2019 dated 23.02.2019 registered under Section 498A/406/34 IPC at PS Ranhola and all the proceedings arising therefrom are quashed.
10. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

AUGUST 10, 2023/AR

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