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

+ **CRL.M.C. 5597/2022**

SH VANSHAJ SHARMA & ORS. Petitioners

Through: **Ms. Seema Tiwari, Adv.**

versus

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

Through: **Mr. Digam Singh Dagar, APP for the State**

Mr. Lakshay Dilavari, Adv. for R-2

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Date of Decision: 28.08.2023

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 FIR No. 163/2018 registered at P.S. Nihal Vihar under Sections 498A/406/34 IPC, and the proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 04.12.2013 in accordance with the Hindu Rites and Ceremonies. However, on account of temperamental differences and mental incompatibility, the parties started living separately 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, (Mahila Court), West District, Tis Hazari Courts, 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 vide Settlement deed dated 27.01.2022 before Counseling Cell, Family Court Tis Hazari, Delhi. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs. 2,00,000/- (Two Lakh Rupees) 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 04.08.2022 passed by Learned Principal Judge, Family Courts, West District, Tis Hazari Courts, Delhi.
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. 163/2018 registered at P.S. Nihal Vihar under Sections 498A/406/34 of IPC 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. That the petitioner and respondent have agreed to dissolve their marriage by mutual consent in accordance with law provides U/s 13(B) of the Hindu Marriage Act.

2. It is agreed between the parties that husband shall pay to the wife a sum of Rs.Two Lacs Only & Articles (list enclosed) as full and final settlement (against istridhan and dowry, maintenance towards past, present and future qua this marriage in three installments by way of DD/Pay Order. There is no issue from this wedlock.

3. It is further agreed between the parties that the husband will pay Rs. Seventy Five Thousand only & articles (list enclosed) to the wife at the time of recording of the statement of first motion by the way of DD/Pay Order. (RS.75,000/- only).

4. It is further agreed between the parties that the husband will pay Rs.Fifty Thousand only to the wife at the time of recording of the statement of second motion by way of DD/Pay Order (Rs.50,000/-only).

5. It is agreed between the parties that the first motion petition shall be filed on or before 10th Feb 22 and second motion petition shall be filed soon after the completion of the period of the statutory period of the order U/s 13-B(1) of HMA or as early as possible.

6. It is further agreed between the parties that the respondent shall pay Rs.Seventy Five Thousand only to the petitioner at the time of recording of statement in quashing of FIR No.0163/18 under section 498(A), 406 & 34 P.S. Nihal Vihar in Hon'ble High Court of Delhi within two months after second motion and petitioner shall cooperate and sign all the necessary affidavit and do the needful in quashing of the said FIR.



7. There is/are _____child/children namely_____from this wedlock who is/are living with the _____. It is agreed between the parties that custody will be with _____. The will/will not have visitation right.(No)

8. It is further agreed between the parties that the petitioner/respondent will withdraw the case which is pending in the court of Ms. Renu Bhatnagar, Ld. Principal Judge, Family Court (West), Tis Hazari Court, Delhi Case - 125 Cr.P.C. & Execution before IInd Motion.

9. It is agreed between the parties that they have understood the terms and conditions of the settlement.

10. It is further agreed between the parties that they shall remain bound with the aforesaid terms and conditions and mentioned in the settlement.

11. All the matters relating to this marriage either civil or criminal are settled and neither the parties nor their relatives shall make any claim against each other in future and will not file any case/complaint against each other and any time future in all court of law/Police Station etc.

12.It is further agreed between the parties that if either of the parties commits breach or defaults of this mutually agreement settlement after the first motion, shall be return to respondent as Judgment in Rajat Gupta vs. Rupali Gupta and if respondent backs out the amount given at the time of first motion shall stands forfeited by the petitioner.

It is agreed between the parties that they will withdraw all the cases and complaints pending in any of the courts or Police



Station (if any), other cases: Sec-9, 498(A), 406, 34 and FIR quashing.

13. That the parties have agreed on each and every terms as recorded in the settlement agreement, after carefully reading over and fully understanding and appreciating the contents, scope and effect thereof, as also the consequences of the breach thereof, including payment of the file/penalty as mentioned above.”

7. Out of the total amount of Rs 2,00,000/-, the remaining amount is paid today by a Demand Draft bearing No. 730209 dated 03.07.2023 for a sum of Rs.75,000/- drawn on Punjab National Bank in the name of Tripti Sharma. Respondent No. 2 states that she has received the entire settlement amount.
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. 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. Since the marriage between the parties has also been dissolved by a decree of divorce by mutual consent order/judgment dated 04.08.2022, she has no objection if FIR No. 163/2018 registered at P.S. Nihal Vihar under Sections 498A/406/34 of IPC and all the proceedings emanating therefrom are quashed.
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. 163/2018 registered at P.S. Nihal Vihar under Sections 498A/406/34 of IPC and all the other proceedings emanating therefrom are quashed.
12. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

AUGUST 28, 2023

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