



\$~54

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

+ **CRL.M.C. 5772/2022**

DEVENDRA PRASAD SINHA & ORS. Petitioners

Through: Petitioner in person.

versus

THE STATE NCT OF DELHI & ANR. Respondents

Through: Mr. Hemant Mehla, APP for the state
with SI Naresh Kumar, PS Dabri

%

Date of Decision:01.09.2023.

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 of FIR no. 417/2012 registered under Section 498A/406/34 IPC at PS Dabri, South West District.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 30.05.2010 in accordance with the Hindu Rites and Ceremonies. However, it has been submitted that, on

CRL.M.C. 5772/2022

Page 1 of 7



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 Trial Court, Dwarka, 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 09.06.2022 before the Mediation Centre, Dwarka Courts, New Delhi. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs. 24,50,000/- (Twenty four lacs fifty thousand only) in full and final settlement of the entire dispute to respondent no. 2/complainant.

4. It has been submitted that pursuant to the settlement, a mutual divorce petition was filed and a decree of divorce was granted vide order dated 01.10.2022 passed by Learned Additional Principal Judge, Family Court, Gurugram, Haryana,

5. The 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. 417/2012 registered under Section 498A/406/34 IPC at PS Dabri, South West District and all the proceedings emanating therefrom.

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 the remaining amount of Rs.25,000/- cash was handed over to the respondent No.2 by the



petitioner in court today. 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 01.10.2022 she has no objection if FIR no. 417/2012 registered under Section 498A/406/34 IPC at PS Dabri, South West District and all the proceedings emanating therefrom are quashed.

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

a) The complainant/DH/wife and the respondent/JD/husband shall seek divorce by mutual consent.

b) The respondent/JD/husband shall pay a sum of Rs. 24,50,000/- (Rupees twenty four lacs fifty thousand only) to the complainant/DH/wife towards full and final settlement of all her claims regarding permanent alimony, stridhan and maintenance (past, present and future).

c) The settled sum of Rs.24,50,000/- (Rupees twenty four lacs fifty thousand only) shall be paid by the respondent/JD/husband to the complainant/DH/wife in four Instalments as under:

(i)) First instalment of Rs.3,50,000/- (Rupees three lacs fifty thousand only) shall be paid by the respondent/JD/husband to the complainant/DH/wife at the time of withdrawal of the execution petition



no.355/19, and all the above mentioned connected cases. The said amount of Rs.3,50,000/- (Rupees three lacs fifty thousand only) is in the form of Insurance policy in ICICI Prudential, which is in the name of respondent/ husband/JD. Both the parties shall give appropriate statements for the concerned court for release of the same in favour of the complainant/DH/wife.

(ii) Second installment of Rs.4,50,000/- (Rupees four lacs fifty thousand only) shall be paid by the respondent/husband to the complainant/DH/wife by way of DD, at the time of recording of their joint statement in the first motion petition u/s. 13-B(1) of HMA, which shall be jointly filed by them within one month from the date of signing of the present settlement.

(iii) Before filling of second motion petition U/s. 13-B(2) of HMA, the parties shall move appropriate petition before the Hon'ble High Court of Delhi for release of the amount of Rs.9,00,000/-(Rupees nine lacs only). Out of Rs.9,00,000/- (Rupees nine lacs only) deposited along-with the accrued interest by the respondent/JD/husband, in the form of FDR while availing the anticipatory bail before Hon'ble High Court of Delhi. Out of the total amount, a sum of Rs.9,00,000/- (Rupees nine lacs only) shall be paid by the respondent/husband to the



applicant/wife. On the receipt of the said amount by the complainant/DH/wife, Both the parties shall move second motion petition u/s-13 B (2) of HMA, for divorce within fifteen days from the date of receiving of the said amount.

(iv) Fourth Instalment of Rs.7,50,000/- (Rupees seven lacs fifty thousand only) shall be paid by the respondent/husband to the complainant/wife at the time of quashing of FIR No-417/2012, U/s-498A/406/34 IPC P.S-Dabri, before the Hon'ble High Court of Delhi. The respondent/JD/husband shall move appropriate petition for quashing of above-said FIR before the Hon'ble High Court of Delhi which shall be filed within one month from the date of decree of divorce. The complainant/DH/wife undertakes to appear before the Hon'ble High Court of Delhi and cooperate in the said proceedings.

6. It is further agreed between the complainant/DH/wife and the respondent/JD/husband that they would not file any case in future against each other and/or their respective family members in connection with this marriage. Both the parties will not be left with any grievance against each other as well as their respective families.



7. Both the parties shall make appropriate statements before the concerned courts and shall cooperate with each other in all the legal proceedings, so as to give effect to this settlement.

8. In case any party does not abide by the terms and conditions of this settlement, the other party shall be at liberty to take appropriate action as per law.

9. The parties shall be bound by the terms and conditions as mentioned above.

10. Both the parties shall bear their respective cost of litigation.

11. By signing this settlement, both the parties state that they have no further dispute against each other in respect of the present case, execution petition and the above mentioned connected cases and all the disputes and differences in this regard have been amicably settled by them during the mediation.

12. The contents of the settlement have been explained to both the parties in vernacular and they have understood the same. Both the parties undertake that they have consented and signed the above settlement after going through and understanding its contents and they have settled and dispute between themselves of their own will and without any coercion, pressure, undue influence, force, misrepresentation or mistake from any quarter.



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. 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. In view of the above, FIR no. 417/2012 registered under Section 498A/406/34 IPC at PS Dabri, South West District and all the other proceedings emanating therefrom are quashed.

11. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 1, 2023/Pallavi

CRL.M.C. 5772/2022

Page 7 of 7