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

+ **CRL.M.C. 6072/2022**

DHARMANDER & ORS.

..... Petitioners

Through: Mr. Anurag Kumar, Adv. with
petitioners.

versus

THE STATE (NCT OF DELHI) & ANR.

..... Respondents

Through: Mr. Digam Singh Dagar, APP for
State with W/ASI Nimmu, PS Punjabi
Bagh and SI Tej Ram, PS Uttam
Nagar.
Mr. Deepak Rohilla, Adv. for R-2.

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Date of Decision: 30.05.2023.

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 of FIR no. 188/2017 registered under Section 498-A/406/34 IPC at PS Uttam Nagar, New Delhi. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 29.11.2011 in accordance with the Hindu Rites and Ceremonies. On 26.04.2013 one male child namely Anirudh was born out of the said wedlock.

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2. However, it has been submitted that, 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 charge-sheet, in this case, has already been filed and the matter is pending before the Hon'ble Court of Ms. Kritika Jain, Ld. M.M., Mahila Courts, 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 memorandum of understanding dated 24.01.2022. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs. 4,10,000/- (Rupees Four Lakh one 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 03.06.2022 passed by the Hon'ble Court of Shri Vipin Kumar Rai, Judge Family Courts, Dwarka, New Delhi.

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. 188/2017 registered under Section 498-A/406/34 IPC at PS Uttam Nagar, New Delhi 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 a DD bearing no.



725762 dated 24.05.2023 in the name of Jyoti for a sum of Rs. 1,40,000/- (Rupees One Lakh Forty Thousand only) drawn from Bank of India was given to her 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 03.06.2022, she has no objection if FIR no.188/2017 registered under Section 498-A/406/34 IPC at PS Uttam Nagar, New Delhi 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:

“1. That it is agreed between the parties to this M.O.U. that they have resolved all their disputes/claims regarding permanent alimony/maintenance or any other claim concerning any property present, past and future including all articles/items of Istridhan. The second party agreed to pay Rs.4,10,000/- (Rupees Four Lakh one thousand only) to the first party for full and final settlement amount and out of total settlement amount, Rs. 1,20,000/- (one lakhs twenty thousand rupees only) by way of transfer through DD/cash/online in favor of the first party at the time of first motion of divorce before the court and remaining amount of Rs.1,50,000/-(one lakhs fifty thousand rupees only) by way of Pay order/D.D/online transfer at the time of recording the statement of second motion of divorce before court and remaining amount of Rs.1,40,000/-(one lakhs forty thousand rupees only) by way of Pay order/D.D/online transfer at the time of quashing of FIR no.188/17, PS:Uttam Nagar, u/s 498A/406 IPC before High Court of Delhi to settle all disputes referred to above. The first party shall not claim any maintenance for herself and her minor son after receiving the above said total settlement amount.



2. That, it is agreed between the parties that parties to this MOU that the custody of the minor son Anirudh shall remain with the first party and second party shall have visiting rights to meet the child once in a month at a place mutually decided between the parties.

3. That it is also agreed between the parties that after taking the above said settled amount the first party shall not file any suit or claim or file any complaint against the second party or his family members in future as well as the first party shall not file any suit or claim of any nature whatsoever against the second party or his family members in future as the parties have settled their all the disputes forever.

4. That both the parties will move an application or file a petition for mutual divorce before the concerned Court within 15 days after signing the present MOU and after obtain the order of first motion of divorce, the first party shall withdraw the case of DV which is pending in the court of Ms. Sadhika Jalan, MM, Mahila Court, Dwarka and both the parties will withdraw their complaints respectively, if any, which they have filed against each other before any authority or police stations.

5. That the first party have agreed not to file any case before any Court or Forum for any alimony i.e. present, past and future or for any domestic disputes or domestic relief(s) against the second party.

6. That the second party also undertakes not to file any counter cases or cases against the first party.

7. That both the parties undertake to co-operate each other for taking the divorce by way of mutual consent and both the parties further undertake to appear before the competent courts and give their respective statements/ consents in getting divorce by way of mutual consent as well as after getting the decree of mutual divorce first party shall co-operate to second party for filling quashing petition before



the Hon'ble High Court of Delhi qua the aforesaid FIR.

8. That after seeking divorce both the parties will not have any connections with each other and will not claim any rights, titles or relief(s) against each other before any Forum or Court or police officials.

9. That both the parties undertake to abide by the terms elaborated in this Memorandum of Understanding. That with this Memorandum of Understanding now there shall remain no more dispute, differences, litigation, claim or counter claims between the parties and the parties shall take necessary steps and actions to implement this Memorandum of Understanding in its letter and spirit.

10. That both parties undertakes that if any party not fulfill the term and conditions of the said MOU, then first party return the received amount to the second party along with the bank interest per month and if second party not fulfill the term and conditions of the said MOU then the amount given by the second party will forfeit.

11. That both parties undertakes that if any party not fulfill the term and conditions of the said MOU, then both the parties has right to revive/pursue their respective complaints which were withdrawn by the both the parties.

12. That this Memorandum of Understanding has been executed voluntarily by both the parties on their own free Will and accord without any pressure, inducement, force, compulsion or threat whatsoever.

13. That the parties to this Memorandum of Understanding are of sound health and mind. They understand all the pros and cons of their acts, conducts and its connected implications."



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. It is pertinent to mention that a statement was signed by both parties in court to the affect that the child, master Anirudh's future rights and interests will not be affected by this settlement.

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 noFIR no.188/2017 registered under Section 498-A/406/34 IPC at PS Uttam Nagar, New Delhi and all the other proceedings emanating therefrom are quashed.

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



MAY 30, 2023/AR

DINESH KUMAR SHARMA, J



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