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

+ CRL.M.C. 6175/2022, CRL.M.A. 24293/2022, CRL.M.A. 7926/2023

SURENDRA SHARMA & ANR.

..... Petitioners

Through: Mr. Milind Garg, Mr. Kshitij Aggarwal, Advs.

versus

STATE OF NCT OF DELHI AND ANR.

..... Respondents

Through: Mr. Hemant Mehla, APP for the state with SI Naveen, PS Palam Village

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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)

CRL.M.A. 24294/2022 (exemption)

Exemption is allowed subject to all just exceptions.

CRL.M.C. 6175/2022

1. The present petition has been filed under Section 482 Cr.PC seeking quashing of FIR No. 161/2019 dated 06.04.2019 registered at PS Palam Village, District South West, Delhi under Section 498A/406/34



IPC.

2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 28.02.2016 in accordance with the Hindu Rites and Ceremonies. However, on account of temperamental differences and mental incompatibility, the parties started living separately since 04.07.2017 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, Dwarka District Court, 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 16.02.2021 which has been placed on record.
4. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) in full and final settlement of the entire dispute to respondent no. 2/complainant.
5. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 16.11.2021 passed by Learned Principal Judge, Family Courts, South-West District, Dwarka, New-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.



161/2019 registered at PS Palam Village, District South, West, Delhi under Section 498A/406/34 IPC 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 have also been dissolved by a decree of divorce by mutual consent order/judgment dated 16.11.2021 she has no objection if FIR no. 161/2019 registered at PS Palam Village, District South, West, Delhi under Section 498A/406/34 IPC and all the proceedings emanating therefrom are being quashed.
9. The parties have reached a settlement dated: 16.02.2021 on the



following terms and conditions-

- 1) That the First Party agreed to pay a sum of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) as full and final settlement to the Second Party.
- 2) That the parties to this settlement for the welfare of their future have agreed to dissolve the marriage.
- 3) That it is agreed between the parties that the Second Party will withdraw all the cases filed by her against the First Party and his family members.
- 4) That it is agreed between the parties that the First Party will return all the accepted following items before CAW Cell, Delhi Cantt. against the proper receiving by the Second Party on revenue stamp and will pay the First installment of Rs. 50,000/- (Rupees Fifty Thousand only) to the Second Party at the time of First Motion of Mutual consent of Divorce.

Jewellery items:-

- i) One Pair of gold earrings.
- ii) One gold ring of boy.
- iii) Four Silver coin.
- iv) One Wrist Watch

Furnitures and electronic items:-



i) One Almirah (Steel)

ii) One Diwan (Wood)

iii) One Refrigerator

iv) One TV

v) One Mixer

vi) One Plastic Table

vii) One Box (Steel)

viii) One Ceiling Fan

5) That it is agreed between the parties that the First Party will pay the Second installment of Rs. 50,000/- (Rupees Fifty Thousand only) to the Second Party at the time of Second Motion of Mutual consent of Divorce.

6) That it is agreed between the parties that the First Party will pay the Third/Final installment of Rs. 50,000/- (Rupees Fifty Thousand only) to the Second Party at the time of Quashing of the FIR bearing No.0161/2019.

7) That it is agreed between the parties that after all the legal procedures both the parties and their family members/relatives/friends shall accept the terms and conditions of this agreement and both the parties and their family members



and relatives will not file or lodge any case/complaint against each other in future.

10. Today a demand draft bearing DD No. 003098 dated 22.08.2023 for a sum of Rs.50,000/- was drawn on HDFC Bank in the name of Karishma Sharma.
11. The complainant has stated that she has received all the articles mentioned in the settlement.
12. 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.
13. In view of the above, FIR no. 161/2019 registered at PS Palam Village, District South, West, Delhi under Section 498A/406/34 IPC and all the other proceedings emanating therefrom are quashed.
14. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

AUGUST 28, 2023
Pallavi