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

+ CRL.M.C. 6177/2022

ANIL GUPTA @ RAM KISHORE & ORS. Petitioners

Through: Ms. (appearance not given)

versus

THE STATE OF NCT OF DELHI & ANR. Respondents

Through: Mr. Hemant Mehla, APP for the State
with SI Rakesh PS Sagarpur.

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Date of Decision: 26th July, 2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. This is a petition under Section 482 Cr.P.C for quashing of FIR no. 777/2015 under Sections 498-A/406/34 IPC P.S.- Sagarpur, South-West Delhi and all the consequential proceedings arising therefrom.
2. Learned Counsel for the petitioner submits that Respondentno.2/complainant married petitioner no.1 on 02.06.2013 in accordance with the Hindu Rites and Ceremonies. A child named "Vishnu" was born out of the said wedlock on 20.05.2014 who is in care and custody of the Respondent No. 2. However, on account of

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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.

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 03.02.2021 before the Delhi Mediation Centre, Patiala House Court, Delhi. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs. 3,00,000/- (Rupees Three Lakhs) 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 12.09.2022 passed by Learned Principal Judge, Patiala House 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. 777/2015 registered under Sections 498-A/406/34 IPC P.S.- Sagarpur, South-West Delhi and all the proceedings emanating therefrom.
6. 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.

7. Both parties are present in court and have duly been identified by the IO.
8. 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 has also been dissolved by a decree of divorce by mutual consent order/judgment dated 12.09.2022, she has no objection if FIR no. 777/2015 under Sections 498-A/406/34 IPC P.S.- Sagarpur, South-West Delhi and all the proceedings emanating therefrom.
9. I have gone through the settlement which has been placed on record. Parties are reached on the settlement vide settlement dated 03.02.2021 arrived at Delhi Mediation Centre, Patiala House Court, New Delhi on following terms and conditions:

I. That the parties have agreed to dissolve their marriage by a decree of mutual consent.



2- That out of the wedlock between the complainant and respondent, there a minor child namely Vishna Gupta.

3. That the respondent has agreed to pay a sum of Rs.3,00,000/- (Rupees Three Lakhs Only) to the complainant as full and final settlement towards stridhan, dowry articles, past, present and future alimony and maintenance etc.

4. That as per mutual agreement, the respondent will pack and handover all the below-mentioned articles to the complainant at her residential home as these items are in possession of the respondent:-

- a) Motorcycle
- b) Sofa
- c) Almirah
- d) Refrigerator
- e) Double Bed
- f) Washing Machine
- g) Sewing Machine
- h) Television
- i) Dressing Table

5. That the parties are undertake to go for recording of statement in first motion within 30 days from today. At the time of recording of such statement, the respondent shall pay a FD in the sum of Rs.1,00,000/- in the name of minor child Vishnu.



6. *That the second motion which shall be filed by the parties as per the law, from the time period of 06 months from today. At the time of recording of such statement, the respondent shall pay a two FDs in the sum of Rs.50,000/- each in the name of minor child Vishnu and complainant Laxmi.*
7. *That there is an **FIR bearing no. 777/2018 registered at PS Sagarpur** against the respondents. The complainant shall co-operate and sign all the necessary documents for the purpose of quashing of the above-mentioned FIR at the time of quashing before the Hon'ble High Court. At the time of quashing of aforementioned the respondent shall pay a sum of Rs.1,00,000/- in cash/DD before the Hon'ble High of Delhi itself.*
8. *That the complainant/petitioner will withdraw the present case on the date already fixed i.e. 04.03.2021 before the Ld. Referral Court.*
9. *That both side withdraw their allegations and counter allegations against each other.*
10. *Perusal of the settlement deed dated 03.02.2021 does not speak anything the rights of the Master Vishnu born out of the wedlock and a joint settlement has been recorded in regard that the said settlement agreement shall not bind the legal rights, title and interest of the child Master Vishnu aged about 9 years, in any manner and he shall be at*



liberty to pursue his legal rights and remedies in accordance with the law.

- 11.As per settlement, today demand draft vide DD bearing No. 008849 for the sum of Rs.1,00,000/- dated 25.07.2023 drawn on IDBI Bank in the name of Vishnu has been handed over to the respondent No.2.
- 12.Both parties are present in court and have duly been identified by the IO.
- 13.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.
- 14.In view of the above, FIR no. 777/2015 registered under Sections 498-A/406/34 IPC PS Sagarpur, South-West Delhi and all the consequential proceedings arising therefrom quashed.
- 15.The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

JULY 26, 2023

Pallavi