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

+ CRL.M.C. 6336/2022

SANDEEP KUMAR & ORS. Petitioners

Through: Mr.Hitesh Pandey, Adv. With
petitioners in person.

versus

THE STATE (GOVT. OF NCT OF DELHI) AND ANR.

..... Respondents

Through: Mr.Digam Singh Dagar, APP for the
State.
SI Kunwar Singh, PS Wazirabad
Mr.Pritpal Singh, Adv. With R-2 in
person.

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Date of Decision: 01.06.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. Present petition has been filed for quashing of FIR No.0687/2020 dated 26.12.2020 registered under Section 498A/406/34 IPC at PS Wazirabad
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 02.03.2020 in accordance with the Hindu Rites and Ceremonies. However, it has been submitted that on account of temperamental differences and mental incompatibility, the parties started living separately since 09.03.2020.

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They instituted multiple litigations against each other and their respective families including the present FIR. It is pertinent to note that no child was born out of this wedlock.

3. Learned Counsel 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 27.09.2021. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs 3,50,000/- in full and final settlement of the entire dispute to respondent no. 2/complainant.
4. Pursuant to the settlement, a mutual consent divorce petition was filed and the same was allowed vide decree and judgement dated 31.03.2022 passed by Learned Judge, Family Court, North-East, Karkardooma.
5. 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.0687/2020 dated 26.12.2020 registered under Section 498A/406/34 IPC at PS Wazirabad and all the other consequential proceedings.
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 pursuant to the settlement, DD No.048026 dated 26.04.2023 in the sum of Rs.1,50,000/- (one lakh fifty thousand) drawn on HDFC bank, Gujranwala Town, New Delhi in the name of Poonam has been handed over today. She states that the remaining amount has already been paid before. She submits that since the terms of the settlement have been



complied with and the marriage between the parties already stands dissolved, she has no objection if FIR No.0687/2020 dated 26.12.2020 registered under Section 498A/406/34 IPC at PS Wazirabad. A no-objection certificate of Respondent No. 2 has also been placed on record.

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

1. It is agreed between the parties that they shall dissolve their marriage by obtaining a decree of divorce by way of mutual consent/ court decree in the concerned court Delhi.

2 It has been agreed between the parties that the respondent/ husband Mr. Sandeep Kumar shall pay a total sum of Rs. 3,50,000/- (Rupees three lacs fifty thousand only) 10 complainant/wife Ms. Poonam towards full and final settlement of all her claims including istridhan. maintenance (present, past and future) and permanent alimony, marriage articles/ jewellery etc.

3 It has been agreed between the parties that the above said settlement amount shall be paid by the respondent/ husband to complainant /wife In three installments. In the following manner :-

(1) 1st installment of Rs. 1,00,000/- (Rupees one lac only) shall be paid by way of DD In the name of complainant / wife before the concerned Ld. Family Court, Delhi at the time of recording statements of the parties in first motion petition for mutual divorce which shall be tiled on or before 15.10.2021.

(2) 2nd installment of Rs. 1,00,000/- (Rupees one lac only) shall be paid by way of DD in the name of complainant/ wife at the time of recording of statement of the parties in second motion petition for mutual divorce which shall be filed within 15 days from passing of order of first motion.

(iii) 3rd installment of Rs. 1,50,000/- (Rupees one lac fifty thousand only) shall be Paid by way of DD in the name of complainant/ wife at the time of recording of statement before the Hon'ble High Court for quashing of FIR No. 687/2020. The petition for quashing of present



FIR shall be moved by the respondent/ husband & his family members within 30 days after passing of decree of divorce by mutual consent. The complainant shall cooperate to give statement, affidavit/ NOC and to do all these acts which may be required to be done before concerned Hon'ble High Court for quashing of present FIR.

4. It is stated that a motorcycle (Bike) bearing No.DL8SCU1091 is in the name of complainant/ wife which is in the possession of respondent/ husband for which it is settled that the complainant/ wife shall transfer the RC of said bike in the name of respondent husband, within one month from today. All the formalities for transferring the RC of the said vehicle shall be done by the respondent husband.

5. It is further agreed that the complainant/ wife shall withdraw present petition as well as connected matter within 15 days after recording statement in first motion. The respondent husband shall also withdraw divorce petition on the next date of hearing i.e. 08.11.2021.

6. That in case of default from either side in carrying out the terms of this settlement, he/she shall be liable to pay a sum of Rs. 1,00,000/- (Rupees one lac only) by way of penalty /compensation to the other side besides refunding/returning/forfeit the benefit received hereunder.

7. It is further agreed between the parties that after this settlement, both the parties shall be left with no right, title or interest in the movable or immovable properties of each other or their family members and both the parties shall not file any case, complaint or litigation against each other in future pertaining to the present marriage and shall cooperate with each other in execution of present settlement and withdrawal of already filed cases.

8. It is a settled proposition of law 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 this regard 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.0687/2020 dated 26.12.2020 registered under Section 498A/406/34 IPC at PS Wazirabad and all the other consequential proceedings emanating therefrom are quashed.
11. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

JUNE 1, 2023

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