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* IN THE HIGH COURT OF DELHI AT NEW DELHI

+ CRL.M.C. 6358/2022

HIMANSHU CHAUHAN & ORS.

..... Petitioners

Through: Mr. Varun Kashyap, Adv.

versus

THE STATE & ANR.

..... Respondents

Through: Mr. Hemant Mehla, APP for the State
with Mr. Dipanshu Meena, Advocate
with SI Prabhakaran, PS Dabri.

Mr. Gaurav Kumar and Mr. Vikas
Kumar, Advs. for R-2.

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Date of Decision: 04th May, 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 under section 482 Cr.P.C seeking quashing of FIR No. 132/2020 registered under sections 498A/406/34 IPC at PS Dabri.
2. Briefly stated facts of the case are that the Petitioner no.1/husband and Respondent no.2/wife got married on 30.11.2016 according to Hindu rites and ceremonies. That thereafter, some disputes arose between the

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parties and consequently respondent no.2 filed a complaint and the present FIR was lodged.

3. However, it is submitted that now, the parties have amicably settled the matter before the Media Centra, Dwarka Courts, New Delhi, vide Settlement Deed dated 24.03.2021.
4. The terms and conditions of the settlement deed dated 24.03.2021 are as follows:

(a) It has been agreed between the complainant/wife Ms. Shikha and respondent/husband Sh. Himanshu that they shall seek divorce by mutual consent and co-operate with each other in moving first motion and second motion before the court.

(b) It has been agreed between the parties that respondent/husband will pay total sum of Rs.10,00,000/- (Rupees Ten Lakhs Only) in three instalments towards full and final settlement of all her claims regarding dowry, Istridhan and permanent alimony and maintenance (past, present and future).

(c) That the respondent husband has agreed to pay first instalment in a sum of Rs.3,00,000/- (Rupees Three Lakhs) to the complainant/wife at the time of first motion petition under Section 13-B(i) of HMA which shall be filled jointly by the parties on or before 30.04.2021.

(d). That it has been agreed that respondent/husband shall pay second instalment in a sum of Rs.3.5 lakhs (Rupees Three Lakhs Filty Thousand Only) to the complainant/wife at

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the time of second motion under Section 13-(B)(I) of HMA which shall be filed within 15 days after the expiry of statutory period of six months.

(e) That it has been agreed that last and third payment of Rs.3.5 lakhs (Rupees Three Lakhs Fifty Thousand Only) will be paid by respondent/husband to the complainant/wife at the time quashing of FIR before the Hon'ble Delhi High Court which shall be filed by the parties within two months of passing of the decree of divorce.

(f) That It has been agreed that both the parties will cooperate with each other In quashing proceedings before the Hon'ble Delhi High court and other legal proceedings, if any, in respect of this marriage.

(g) That it has been agreed that complainant/wife shall withdraw the present complaint casa under Section 12 of DV Act and under Section 125 Cr. PC as mentioned above respective courts on their respective next date of hearing and after receiving the first Installment.

5. It is submitted that pursuant to the terms of the Settlement Deed the parties have already been granted divorce vide decree of divorce dated 11.04.2022 in HMA No.888/2022. However, it is submitted that the decree of divorce is not on record. Let the same be brought on record.
6. The respondent is to be paid a sum of Rupees 10,00,000/- (Rupees Ten Lakhs) towards full and final settlement of all her claims regarding dowry, istridhan and permanent alimony and maintenance. Out of the said amount the respondent has been paid a sum of Rupees

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6,50,000/- (Rupees Six Lakhs Fifty Thousand) and the Remaining sum of Rs.3,50,000/- has been received by way of a Demand Draft bearing No.518636 dated 14.02.2023 drawn on Bank of India.

7. The decree of divorce has been granted vide order dated 11.04.2022 and HMA No. 888/2022 titled as ***Himanshu Chauhan v. Shikha***, the same is not record.
8. Let it be brought on record.
9. Respondent No.2 is present and states that she has entered into the settlement voluntarily out of her own free will.
10. IO has duly identified the parties.
11. Section 482 CrPC acknowledges the inherent power of the high court to secure the ends of justice. In cases where the offences are not compoundable in nature, the parties on account of an amicable settlement invoke the inherent power under Section 482 Cr.P.C. for quashing the proceedings on the plea that continuance thereof would merely be an abuse of process of law.
12. It has repeatedly been held by the Apex Court that in the matrimonial disputes, if the parties have settled the matter between themselves amicably, it is the duty of Courts to encourage the same. Reliance can be placed on ***B.S. Joshi v. State of Haryana***, (2003) 4 SCC 675; ***Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another***; 2019 SCC OnLine Del 8179.
13. I consider that there would be no purpose of continuing with the trial

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as the parties have entered into the settlement voluntarily without any fear, force and coercion, and have decided to give quietus to the proceedings. It was a matrimonial dispute which has been amicably settled.

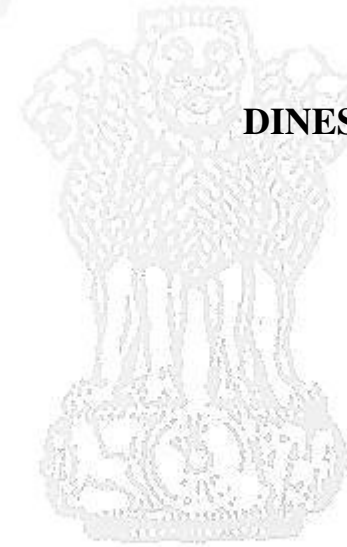
14. In view of the submissions made above, the Case FIR No. 132/2020 registered under sections 498A/406/34 IPC at PS Dabri all the consequent proceedings arising therefrom are quashed.

15. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

MAY 4, 2023

Pallavi



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