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

+ **CRL.M.C. 6625/2022**

BRIJESH AND OTHERS

..... Petitioners

Through: Mr. Lalit Yadav, Adv. with
petitioners.

versus

THE STATE AND ANOTHER

..... Respondents

Through: Mr. Hemant Mehla, APP for State
and SI Neelam, PS Khajuri Khas.
Mr. Harender Singh and Mr. Vipin,
Advs. with R-2.

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Date of Decision: 02.06.2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 25809/2022

Exemption allowed subject to just exceptions.

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1. The present petition has been filed for quashing of FIR no.311/2021 under Sections 498A/406/354/376/511/506 IPC registered at PS Khajuri Khas.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 09.12.2020 in accordance with the Hindu Rites and Ceremonies. However, it has been submitted

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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 chargesheet, in this case, has already been filed and the matter is pending before the Learned Trial Courts, 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 10.08.2021. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs.16,00,000/- (*Rs. Sixteen lac 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 15.11.2022 passed by Learned Principal Judge Family Court, Shahdara, Karkardooma Court, 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. 311/2021 under Sections 498A/406/354/376/511/506 IPC registered at PS Khajuri Khasand 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 the petitioner has already paid her a sum of Rs 11,00,000 in installments and



remaining payment of Rs.5,00,000/- (Rs. Five Lac only) has been paid by way of DD No. 895012 dated 19.04.2023 in the name of Reena drawn from State Bank of India. 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 15.11.2022, she has no objection if FIR no. 311/2021 under Sections 498A/406/354/376/511/506 IPC registered at PS Khajuri Khas 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 all the parties to this agreement have amicably decided to end all grievances, complaints arising out of matrimonial relationship and consequential FIR No. 311/2021 PS Khajuri Khas, Delhi under section 498A/406/354/376/511/506 IPC and agreed not to proceed further with any complaint and would buy peace and harmony so that all parties could proceed further in life.

2. That is has been agreed between the first and second party no.1 that they shall get their marriage dissolved by mutual concern in Under Section 13-B of Hindu Marriage Act, 1955, [as amended upto date] in due course.



3. That because the second party is still a law student, unemployed & dependent on his father, therefore, he through his father Shri Rajan Dev, shall jointly pay to the first party a total sum of Rs. 16,00,000/- (Rs. Sixteen lac only) towards all her claims, past, present and future maintenance, permanently alimony, loss of virginity, stridhan, gift articles, gold and silver jewellery and amount in lieu of withdrawing and cooperating in quashing FIR No. 311/2021 PS Khajuri Khas Delhi under section 498A/406/354/376/511/506 IPC in full and final settlement, in following manner:-

A. Rs. 3,00,000/- (Rs. Three lac only) through DD/cheque in favour of the First Party at the time signing/executing the MOU/settlement.

B. Rs. 4,00,000/- (Rs. Four lac only) through DD/cheque in favour of the First Party at the time of recording statement of the first and second party NO.1 Under Section 13-B(1) H.M.Act, 1955 before learned court concerned.

C. Rs. 4,00,000/- (Rs. Four lac only) through DD/cheque in favour of the First Party at the time of recording statement of the first and second party NO.1 Under Section 13-B(2) H.M.Act, 1955 before learned court concerned.



D. Rs. 5,00,000/- (Rs. Five lac only) through DD/cheque in favour of the First Party before the Hon'ble High Court of Delhi at the time of quashing of FIR No. 311/2021 Under Sections 498A/406/354/376/511/506 IPC Police Station Khajuri Khas, Delhi.

4. That the first party undertakes to be present personally in Hon'ble High Court of Delhi, make requisite statement, sign, verify, file and proceed with requisite applications, documents, for quashing of FIR No. 311/2021 Under Sections 498A/406/354/376/511/506 IPC Police Station Khajuri Khas, Delhi against the second party as and when so required by second party, and directed by the Hon'ble High Court of Delhi, learned trial court or anywhere, as the case may be.

5. That the first party undertakes that she shall not further prosecute the second party and their family members in FIR No. 311/2021 Under Sections 498A/406/354/376/511/506 IPC Police Station Khajuri Khas, Delhi nor shall file any further complaint or litigation against second party and shall not press the allegations already made in any court of law, police or law enforcing agencies.

6. That on receipt of entire settled amount of Rs. 16,00,000/- (Rs. Sixteen lac only), from the second Party,



the first party shall have no claim against second party, regarding her maintenance [past, present and future], permanent alimony, stridhan, loss of virginity, left over gift articles, gold and silvery jewellery etc., if any. She shall also not claim anything in Vehicle No. DL-4CAZ-7593 Maruti Swift LXI or any other articles exchanged or given during the marriage First party shall have no objection if the second party may sale of aforesaid vehicle in the market at his own discretion for his personal benefits.

7. That till dissolution of their marriage the marriage between the First Party and second party No.1 would remain in existence and only after dissolution of their marriage by a decree of divorce, the respective parties shall be discharged from their respective obligations towards each other, as husband and wife. On dissolution of their marriage the respective parties shall have no personal relation with each other nor shall claim any personal right against each other nor shall interfere in the personal life of each other, in any manner, under any circumstances.

8. That the second party shall also not file any case as regards aforesaid with first party against the first party, her parents and relations etc. In any court of law, police



or law enforcing agencies etc.

9. That in case the first party fails to fulfil her part of contract in terms of this MOU/Settlement then she shall be liable to return entire amount or be received by her to the second party with interest @ 18% [Rs. Eighteen percent only] per annum from date of payment of said sum by second party to first party till date of refund, within 30 days of non compliance of this MOU/Settlement by the first party and/or issuance of legal notice by the second party to the first party.

10. That the parties hereto have entered into this MOU/Settlement on their own accord, free will, volition, voluntary, in perfect senses, disposing mind, without any kind of pressure, duress, inducement, coercion, compulsion, undue influence or force etc.

11. That the parties hereto have understood the terms and conditions of this MOU/Settlement in their respective vernacular and admit the same as correct and undertake to abide by the same in their true letters and spirit.”

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. 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. 311/2021 under Sections 498A/406/354/376/511/506 IPC registered at PS Khajuri Khas. and all the other proceedings emanating therefrom are quashed.
11. The present petition along with all the pending applications stands disposed of.

न्यायमेव जयते

DINESH KUMAR SHARMA, J

JUNE 2, 2023/AR