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

+ **CRL.M.C. 6904/2022**

SH. SUNIL KUMAR @ SHARMA AND ANR Petitioners

Through: Mr. Jitin Kumar and Mr. Rahul
Chaudhary, Advs.

versus

THE STATE THROUGH SHO P.S. VIJAY VIHAR AND ANR

..... Respondents

Through: Mr. Hemant Mehla, APP for the
State with SI Rajiv Kumar PS Vijay
Vihar

Respondent No.2 in person.

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Date of Decision: 18th July, 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 for quashing of FIR no. 335/2019 registered under Section 406/498A/34 at PS Vijay Vihar, Delhi.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 29.11.2012 in accordance with the Hindu Rites and Ceremonies. A female child, namely, Mayra Sharma,



was born out of the wedlock on 09.07.2016. However, it has been submitted 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.

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 20.07.2020 before the Delhi High Court Mediation and Conciliation Centre. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs. 15,00,000/- (Fifteen Lakhs 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 22.10.2021 passed by Learned Ms. Seema Maini, Principle Judge, Family Court, Rohini Courts, Delhi.

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

1. That a sum of Rs.5,00,000/-(Rupees Five Lakhs Only) was paid by the First Party to the Second Party by way of Demand Draft bearing No. 219189 dated 30.09.2020 drawn on Syndicate Bank, Delhi on the filing /recording of statement of the first motion petition under Section 13B(1) of HMA before the concerned Family Court, Rohini, Delhi.



2. That a further sum of Rs.5,00,000/- (Rupees Five Lakhs Only) was paid by the First Party to the Second Party by way of FDR bearing No. 286567 dated 23.08.2021 drawn on Canara Bank, Delhi on the recording of the statement of second motion petition under Section 13B(2) of HMA and at the time of granting of decree by the concerned Family Court, Rohini, Delhi.
3. The balance sum of Rs.5,00,000/-(Rupees Five Lakhs Only) shall be paid by the First Party to the Second Party at the time of quashing of the above said FIR No. 335/2019 registered with Police Station Vijay Vihar, Delhi under Section 498A/406/34 IPG.
4. That the parties undertake not to file any complaint / case/ petition/ suit against each other nor their family members with regard to the present dispute after the quashing of the above said FIR.
5. That the parties undertake not to create any trouble or interference in their personal life after the quashing of the above said FIR.
6. That it is agreed between the parties that the custody of the minor child namely Mayra Sharma shall remain with the Second Party.
7. That the above Settlement Agreement is between the First Party and the Second Party and any terms of this Settlement Agreement is not covering the rights of the minor child Mayra Sharma as held



by the Hon'ble Apex Court in Ganesh Vs. Sudhir Kumar Shrivastava in Civil Appeal Nos. 4031-4032/2019.

8. The Parties agree that they shall abide by the terms and conditions set out in the present Settlement Agreement and shall not dispute the same hereinafter in future.

9. The Parties further agree that the statements made by them herein in this Settlement Agreement shall be taken as their respective undertakings to the Hon'ble Court and the defaulting party shall be held liable for contempt of court under the Contempt of Courts Act, 1971.

10. The Parties agree that they have executed the present Settlement Agreement by their free will and volition without any force or pressure from anybody.

11. The parties also agree that they have understood the contents of the present Settlement Agreement as the same have been explained to them by the Mediator and their respective counsel, in the presence of each other and they have consented to the same in its true letter and spirit, and as such they shall not dispute the same ever in future.

12. That the contents of the present settlement agreement have been read over to both the parties in their vernacular language (Hindi) by the mediator and both the parties have understood and agreed to the same.



13. The Parties also agree to present themselves or through their Authorized Representatives before the Hon'ble Court for confirming the terms of the present Settlement Agreement, virtually or physically, as the case may be.

14. That the parties further agree and undertake that upon fulfillment of all the terms and conditions of the present Settlement Agreement, they shall not bad mouth each other amongst friends and relatives or on any social media platform.

6. 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. 335/2019 registered under Section 406/498A/34 at PS Vijay Vihar, Delhi and all the proceedings emanating therefrom.

7. 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 a DD bearing no. 051509 dated 17.07.2023 for the sum of Rs. 5,00,000/- drawn on Canara Bank has been given to her in court today. She submits that other petitions have already been withdrawn or dismissed. Since the marriage between the parties has also been dissolved by a decree of divorce by mutual consent vide order/judgment dated 22.10.2021, and Respondent/wife has no objection if FIR no. 335/2019 registered under Section 406/498A/34 at PS Vijay Vihar, Delhi is quashed.



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 FIR no. 335/2019 registered under Section 406/498A/34 at PS Vijay Vihar, Delhi and all the other proceedings emanating therefrom are quashed.

11. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J



JULY 18, 2023

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