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

+ **CRL.M.C. 6945/2022, CRL.M.A. 26902/2022**

SH. SUKHBIR AND ORS.

..... Petitioners

Through: Petitioners in person.

versus

THE STATE AND ANR.

..... Respondents

Through: Mr.Hemant Mehla, APP for the state
with Mr.Dipanshu Meena, Advocate
SI Nitin, PS Farsh Bazar
R-2 in person.

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Date of Decision: 22.08.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 26902/2022 (exemption)

Exemption is allowed subject to all just exceptions.

Application stands disposed of.

CRL.M.C. 6945/2022

1. Present petition has been filed under section 482 Cr.P.C seeking quashing of FIR No.0267 dated 05.07.2017 registered under Section 498A/406/34 IPC at PS Farsh Bazar District: Shahdra.
2. Learned Counsel for the petitioner submits that Respondent

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no.2/complainant married petitioner no.1 on 08.05.2014 in accordance with the Hindu Rites and Ceremonies. No child was born out of the said wedlock. However, 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 27.09.2021 before the Delhi Mediation Centre, Karkardooma Courts.
4. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs. 2,50, 000/- (Rs. Two lacs and 50 thousand only) along with in full and final settlement of the entire dispute to respondent no. 2/complainant.
5. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 27.07.2022 passed by Learned Judge, Family Courts, Karkardooma Courts.
6. 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. No.0267 dated 05.07.2017 registered under Section 498A/406/34 IPC at PS Farsh Bazar District: Shahdra and all the proceedings emanating therefrom.
7. 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.

8. 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 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 27.07.2022, she has no objection if FIR no. No.0267 dated 05.07.2017 registered under Section 498A/406/34 IPC at PS Farsh Bazar District: Shahdra and all the proceedings emanating therefrom.
9. I have gone through the settlement which has been placed on record. Matter has been settled between the parties before the Delhi Mediation Centre, Karkardooma courts, Delhi dated 27.09.2021 on the following terms and conditions:
 1. *It is agreed by both the parties that there is no possibility of reunion due to irreconcilable differences and as such, they have decided to separate their ways and go for dissolution of their marriage by mutual consent in accordance with law as provided under Section 13-B of Hindu Marriage Act.*



2. It is agreed between the parties that they shall file the first motion petition under Section 13-B(1) of Hindu Marriage Act for dissolution of marriage by way of mutual consent on or before 30.10.2021 and the expenses for the same shall be borne by the respective parties.

3. It is further agreed between the parties that second motion petition under Section 13B(2) of the Hindu Marriage Act shall be filed after expiry of statutory period of six months from the date of disposal of the petition under Section 13B(1) of the Hindu Marriage Act. However, the parties are at liberty to move appropriate application for waiver of mandatory period of six month, if they so desire.

4. It is further agreed between the parties that the respondent/husband shall pay an amount of Rs.2,50,000/- (Rs.Two lacs and fifty thousand only) besides motorcycle bearing Registration No.DL-7S-BS-7837 (make Bajaj Platina) along with requisite transfer documents, besides clothes belonging to the petitioner/wife, to the petitioner/wife towards full and final settlement for her maintenance as well as maintenance of the children (past, present and future), permanent alimony, istridhan, dowry articles, jewellery etc.

5. It is agreed between the parties that the husband shall pay the above-said settled amount to the wife by way of cash/demand draft in the following manner :-

(i) Rs.1,00,000/- and the above mentioned motorcycle besides clothes belonging to the wife at the time of making statement before the Court in the

proceedings under Section 13-B(1) of the Hindu Marriage Act

(ii) Rs.1,50,000/- at the time of making statement before the Court in the proceedings under Section 13-B(2) of the Hindu Marriage Act.

6. It is further agreed between the parties that the respondent/husband shall withdraw the petition under Section 13(1) (ia) of the Hindu Marriage Act filed by him against the petitioner /wife before filing of the first motion petition.

7. It is also agreed between the parties that the wife shall withdraw the complaint under Section of the DV Act from the



Court after disposal of the first motion petition but before filing of the petition for Second motion.

8. It has also been agreed between the parties that for quashing of FIR No.267/2017 registered at PS Farash Bazar under Sections 406/498A/34 IPC against the husband and others, the husband & members of his family shall file a petition within one month after obtaining the decree of divorce by way of mutual consent and the expenses of the quashing proceedings shall be borne by the husband. The wife shall cooperate with the husband and his family members in quashing of the said FIR.

9. It is further agreed between the parties that on completion of terms agreed above, they shall not be left with any claims towards each other and shall not litigate in future against each other qua this marriage.

10. It is further agreed that either of the parties to the settlement shall not claim any right whatsoever in the movable and immovable property of the opposite party.

11. In case of breach / violation/ willful/deliberate disobedience , the party breaching the terms shall be liable for contempt proceedings and the party aggrieved shall be entitled for status quo-ante in every possible way.

12. The defaulting party would return all the benefits/ advantages /privileges that have enured in its favour and both the parties would be restored to the position that was before they had arrived at such a settlement agreement.

13. The terms have been settled between the parties of their own free will, volition and consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (both of law and fact), in any form, whatsoever, and the settlement agreement has correctly recorded the said agreed term.

14. Both the parties undertake that they will abide by and be bound by the agreed terms/ stipulations of the settlement agreement.

10. 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.

11. In view of the above, FIR no. No.0267 dated 05.07.2017 registered under Section 498A/406/34 IPC at PS Farsh Bazar District: Shahdra and all the other proceedings emanating therefrom are quashed.
12. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

AUGUST 22, 2023

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