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

+ CRL.M.C. 7019/2022

SANJAY & ORS.

..... Petitioners

Through: Mr. Krishan Kumar, Adv.

versus

THE STATE OF NCT OF DELHI AND ANR. Respondents

Through: Mr. Hemant Mehla, APP for the State
with SI Roshan Lal, PS Bh. Dairy.

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Date of Decision: 23rd August, 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 CrPC for quashing of FIR no.542/2017 registered under Sections 498A/406/34 IPC at PS Bhalsa Dairy.

2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 11.12.2005 in accordance with the Hindu Rites and Ceremonies. Further, it has been submitted that there is no child born out of their wedlock. 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

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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 Trial Court.

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 21.12.2019, before the Family Court, Shahadara, Kakardooma Court. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs.4,50,000/- 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 23.03.2021 passed by Learned Principal Judge, Family Courts, Karkardooma, 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.542/2017 registered under Sections 498A/406/34 IPC at PSBhalsa Dairy and 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 a draft bearing DD no. 445532 dated 01.12.2021 (revalidated on 21.08.2023) for the sum of Rs.1,50,000/- drawn on Central Bank of India in the name of Kavita was given her in court today. 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 23.03.2021, she has no objection if FIR no.542/2017 registered under Sections 498A/406/34 IPC at PSBhalsa Dairy 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. It is agreed between the parties the both the parties shall dissolve their marriage by filing a petition under section 13-B (1) and 13 B(2) of Hindu Marriage Act 1956/ Special Marriage Act 1954 etc. On the ground of mutual consent before the Hon'ble Family Court, New Delhi.
2. It is further agreed between the parties that the first motion petition shall be filed preferably on or before **15/01/2020**.
3. It is further agreed between the parties that after expiry of mandatory prescribed period of six (6) month or any other earlier , if any so permitted under the law / judicial pronouncement they will file second motion as contemplated under the Hindu marriage act 1956 or in any other law and both the parties shall cooperate in the entire process of mutual consent divorce proceedings and shall duly appear before the Hon'ble court for recording of their respective statement as required in law for the first and second motion.
4. It is agreed between the parties that the petitioner /respondent shall pay lump sum consideration of **Rs. 4,50,000/- four lac fifty thousand** , to the petitioner / respondent as full and final settlement (against the child /children maintenance towards past present and future , and the petitioner's /respondent's past present and future



maintenance ,permanent alimony Stridhan etc.) under the following terms.

- a) That the petitioner /respondent (**Sanjay**) will pay a sum of **Rs. 1,50,000/- One Lac and Fifty Thousand Rupees** in form of demand draft / cash/cheque to the petitioner / respondent (**Kavita**) at the time of recording of statement of both of the parties before the Hon'ble Family courts under the first motion proceedings.
 - b) That the petitioner /respondent (**Sanjay**) shall pay **Rs. 1,50,000/- One Lac and Fifty Thousand Rupees** to the petitioner / respondent (**Kavita**) at the time of recording of statement of both of the parties before the Hon'ble Family courts under the second motion proceedings as full and final settlement amount in the form of demand draft / cash/cheque etc.
 - c) That the petitioner /respondent (**Sanjay**) will pay a sum of **Rs. 1,50,000/- One Lac and Fifty Thousand Rupees** ,to the petitioner / respondent (**Kavita**) at the time of quashing of **FIR NO. 542/17** under section **498A,406/34 IPC P.S.Bhalswa Dairy**, in the Hon'ble High Court of Delhi ,and the petitioner and respondent (**Kavita**) shall cooperate and sign all necessary affidavit and other require if in quashing of said FIR.
5. It is agreed between the parties that the petitioner /respondent (**Kavita**) will not have any right title interest ,claim etc. whatsoever over the property of petitioner /respondent **Sanjay** after the completion of the present compromise agreement.
 6. It is agreed that the petitioner /respondent **Kavita**, shall not claim any Stridhan, maintenance (past present and future) nor she /he claim any right title or interest in the properties of both movable and immovable of the petitioner /respondent **Sanjay**.



7. It is agreed that both the parties shall withdraw all the cases and complaints filed against each other from the respected Hon'ble Courts /police station and concerned authorities at the time of first motion /before the second motion. **It is agreed between the parties that the petitioner shall handover the dowry articles to the respondent mentioned in the admitted list at the time first motion at KKD Court.**
8. It is agreed between the parties that in the event of default /or breach of terms of mutually agreed settlement , **Kavita** shall return the amount (**said**) with 2 percent interest per month to the **Sanjay** , similarly if **Sanjay** commits breach of settlement terms the said amount shall be forfeited by Kavita.
9. It is agreed and undertake not to file any other complaint petition execution application etc. against each other at any time in the future, in any court of law in India and both the parties hereby agree to abide by present settlement as having been reached without any undue influence pressure or coercion.
10. It is agreed between the parties that in the event of failure of the compliance of present settlement, both the parties shall be at liberty, to seek revival and pursue their respective cases / remedies under law, which include proceedings mentioned herein.
11. The parties have agreed on each and every terms as recorded in the settlement agreement after carefully reading over and fully understanding and appreciating the contents ,scope and effect thereof, as also the consequences of the breach thereof , including payment of the fine /penalty as mentioned above.

The above settlement between the parties has been arrived at out of their free will volition and consent and without any force ,pressure ,undue influence coercion or mistake /misrepresentation (both of law and fact), from any quarter whatsoever and the parties have signed the present settlement after being explained the contents of the settlement in vernacular .”



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.542/2017 registered under Sections 498A/406/34 IPC at PS Bhalsa Dairy 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

AUGUST 23, 2023

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