

\$~36

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

+ CRL.M.C. 7034/2022

SACHIN & ANR.

..... Petitioners

Through: Mr.Yogesh Sharma and Ms.Komal Vashistha, advocates with petitioners in person.

versus

THE STATE(GOVT. OF N.C.T OF DELHI) & ANR.

..... Respondents

Through: Mr.Raghvinder Verma, APP for the State.
SI Sonu Kumar, PS Shahdara
Mr.Deepanshu Gola, Adv. for R-2 with R-2 in person.

%

Date of Decision: 22.05.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 27210/2022 (exemption)

Exemption is allowed subject to all just exceptions.

Application stands disposed of.

CRL.M.C. 7034/2022

1. The present petition has been filed seeking quashing of FIR No.242/2016 dated 05.07.2016 registered under Section 498A/406/34 IPC and 4 D.P.Act registered at PS Shahdara and all the proceedings emanating therefrom.



2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 20.02.2015, in accordance with the Hindu Rites and Ceremonies in Delhi. No, child was born out of the said wedlock namely. However, on account of temperamental differences and mental incompatibility, the parties started living separately on 21.03.2015.
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 13.12.2021 before Counseling Cell, Family Court, Karkardooma Court.. As per the settlement it has been agreed between the parties that the petitioner shall pay a sum of Rs.5,50,000/- (Five Lakh Fifty thousand) wherein Rs.1,50,000/- (One Lakh Fifty thousand) in the first motion, Rs.2,00,000/- (Two Lakh only) and remaining payment has been made today vide D.D.No.689831 dated 16.05.2023 drawn on Punjab National Bank, Chawri Bazar in the sum of Rs.2 lakhs in the name of Suman Goyal.
4. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 09.05.2022 passed by Learned MM. Sarita Birbal , Family Court, karkardooma court.
5. 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 No.242/2016 dated 05.07.2016 registered under Section 498A/406/34 IPC and 4 D.P.Act registered at PS Shahdara and all the proceedings emanating therefrom.



6. 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.
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 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 09.05.2022, she has no objection FIR No.242/2016 dated 05.07.2016 registered under Section 498A/406/34 IPC and 4 D.P.Act registered at PS Shahdara and all the proceedings emanating therefrom.
8. I have gone through the settlement which has been placed on record. The settlement agreement provides for the following terms and conditions:

1.The parties have agreed to dissolve their marriage by mutual consent in accordance with the law, as provided under Section 13(B) of the Hindu Marriage act.



2.It is agreed between the parties that husband shall pay to the wife a sum of Rs.5,50,000/-as full & final settlement (against lstridhan and dowry, maintenance towards past, present and future qua this marriage) in 3 installments by way of DO/pay order.

3.It is further agreed between the parties that the husband will pay Rs.1,50,000/- to the wife at the time of recording of the statement of first motion- by way of DO/Pay order.

4.It is further agreed between the parties that husband will pay Rs.2,00,000/-the wife at the time of recording of statement of second motion by the way of DD\Pay Order.

5.It is further agreed between the parties that the respondent shall pay Rs.2,00,000/- to the petitioner at the time of quashing of FIR no.242/2016 u/s 498A/406/34 IPC PS Shahdara in the Hon'ble High court of Delhi within _____after Second Motion and _____shall cooperate and sign all the necessary affidavit & do the needful in quashing of said FIR.

6.It is further agreed between the parties that the first motion petition shall be filed on or before 30/1/2022 and second motion petition shall be filed soon after the completion of the statutory period of the order u/S 13 B (1) of HMA.

8. It is further agreed between the parties that the petitioner/respondent will withdraw the case which is ending in the court of Sh.Ajay Pandey, Judge, Family Court, K.K.D. and Ms.Dipti Devesh, M.M., K.K.D.

It is agreed between the parties that the husband will hand over the dowry articles at Family Court K.K.D.

9. It is agreed between the parties that they have understood the terms and conditions of the settlement in vernacular.

10.It is further agreed between the parties that they shall remain bound with the aforesaid, terms and conditions as mentioned in the settlement.

11.All the matters relating to this marriage either, civil or criminal are settled and neither the parties nor their relatives shall make any claim against each other in future and will not file any case/complaint against each other at any time of future in any Court of law/Police Station etc.

12.The above settlement is with respect to all claims of wife past, present and future alimony istridhan, maintenance, pending amount of maintenance, articles, property etc. and neither she nor her relatives, shall claim anything from husband or his family members in future for herself or on behalf of child/children.

13.It is agreed between the parties that if either of the parties commits breach or default of this mutually agreed settlement after the first motion if Sakshi @ Suman backs out the amount taken at the time of first motion shall be returned to Sachin with 2% interest per month and if Sachin backs out the amount given at time of first motion shall stands forfeited by the Sakshi @ Suman.

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.242/2016 dated 05.07.2016 registered under Section 498A/406/34 IPC and 4 D.P.Act registered at PS Shahdara and all the proceedings emanating therefrom.
11. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

MAY 22, 2023/rb

CRL.M.C. 7034/2022

Page 5 of 5