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

+ **CRL.M.C. 7110/2022**

KULDEEP SINGH & ORS.

..... Petitioners

Through: **Mr. Jairaj Singh, Advocate.**

versus

STATE GNCT OF DELHI & ANR.

..... Respondents

Through: **Mr. Raguvender Verma, APP for
State and ASI Ram Phool, PS
Fatehpur Beri.**

**Mr. Vikrama Jeet Singh, Adv with R-
2.**

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Date of Decision: 25.05.2023.

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 FIR no. 206/2017 registered under Section 498A, 406/34 IPC at PS Fatehpur Beri, South Delhi.

2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 27.04.2003 in accordance with the Hindu Rites and Ceremonies. There are two children born out of the wedlock namely, Sania (daughter) on 09.03.2005 and Master Yuvraj on 05.05.2007. However, on account of temperamental differences and mental incompatibility, the parties started living separately since 16.09.2016 and

CRL.M.C. 7110/2022

Page 1 of 6



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 02.06.2022 before the Mahila Court, South Delhi, New Delhi.

4. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs 26,00,000/- (Rs. Twenty six lacs only) 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 01.09.2022 passed by Learned Principal Judge, Family Court.

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. 206/2017 registered under Section 498A, 406/34 IPC at PS Fatehpur Beri, South Delhi 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 NC 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 01.09.2022 , she has no objection if FIR no. 206/2017 registered under Section 498A,406/34 IPC at PS Fatehpur Beri, South Delhi and all the proceedings emanating therefrom.

9. Settlement agreement with the following terms and conditions:

“1. It is agreed between the parties that since there is no chance of their re-union, they will part their ways by seeking decree of divorce by mutual consent.

2. It is agreed between the parties that first party/petitioner shall pay total amount of Rs 26,00,000/- (Rs. Twenty six lacs only) to the second part in 5 installments, by way of DD/NEFT/RTGS towards full and final settlement of all her claims including maintenance (past, present and future), permanent alimony, stridhan etc, however, no right of children shall be affected by this settlement.

3. It is further agreed between the parties that the first party shall pay Rs. 4,00,000/- to the second party on 09.06.2022 before the court concerned and the second party shall withdraw the above-mentioned connected matters i.e., Ex. No. 96/2021, Ex No. 97/2022, CT



cases 474976/2016 and Misc No. 20/2018 on 09.06.2022.

4. It is further agreed between the parties that the first party shall pay Rs. 1,00,000/- to the second party on 10.06.2022 before the court concerned and both the parties shall make necessary statements before the concerned court for compounding the compoundable offence in the the above-mentioned connected matter i.e., FIR bearing No. 543/2016 registered at P.S. Palwal, U/s 323/506 IPC.

5. It is also agreed between the parties that both the parties will file the first motion divorce petition on mutual consent before the appropriate court on or before 15.07 .2022 and out of the above-mentioned total settled amount, sum of Rs. 10,00,000/- shall be paid by the First party/husband to the second party/wife on the date of recording of statement in the first motion and simultaenously, both the parties shall withdraw the above-mentioned connected matters i.e., HMA No. 19/1420,G. No. 19/40, MT. No. U/s 125 Cr. P.C. and the present matter i.e., HMA No. 19/1657 respectively.

5. Thereafter, second motion petition shall be filed within two weeks from the judgment of the first motion wherein parties shall request the Ld. Court for waiver of mandatory period of separation and further amount of Rs. 8,00,000/- (Rs. Eight lacs only) shall be paid to second party at the time of recording of statement in second motion divorce petition. Both the parties shall co-operate with each other in preparation of petition for divorce by mutual consent.

6. The above-mentioned FIR bearing No. 206/17, U/s 498A, 406/34/IPC, registered at P.S. Fatehpur Beri, New Delhi has been registered against the accused persons on the complaint of second party/wife, for which parties shall move for quashing before the



concerned Hon'ble High Court within one month after the statement of second motion and further, out of the abovesaid settled amount, balance amount of Rs.3,00,000/- (Rs. Three lacs only) shall be paid to second party by the first party at the time of quashing of above-mentioned FIR. The second party shall cooperate in the proceedings of the quashing of FIR.

7. It is further agreed between the parties that custody of children, namely, Saniya and Yuvraj, shall remain with first party with no visitation rights to second party, however, no right of children shall be affected by this settlement.

7. It is also agreed by the parties that upon compliance of the abovementioned terms and conditions of this settlement, parties will not file any civil/criminal case pertaining to their marriage and/or with regard to their respective movable or immovable property/properties, whatsoever and both the parties shall have no right in the movable or immovable property/properties of each other.

8. It is also agreed between the parties that pursuant to the settlement reached between the parties, all the matters, which are pending between the parties before any court shall be deemed to have been settled post signing of this settlement.

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. 206/2017 registered under Section 498A,406/34 IPC at PS Fatehpur Beri, South Delhi and all the other



proceedings emanating therefrom are quashed.

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

DINESH KUMAR SHARMA, J

MAY 25, 2023/AR

