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

+ **CRL.M.C. 3117/2023**

PIYUSH JAIN AND ORS Petitioners

Through: Mr.Ravinder Narayan, Mr.Rahul
Sharma, Mr.Madhav Narayan and
Mr.Alok Gupta, Advocates with
petitioners in person.

versus

STATE AND ANR Respondents

Through: Mr.Amit Sahni, APP for the State.
Mr.Pareen Malik, Adv. for R-2 with
R-2 in person.
Insp.Vishvendra SNTF/Shahdara and
SI Sonu Kumar, PS Shahdara

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Date of Decision: 02.05.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 11658/2023 (exemption)

Exemption is allowed subject to all just exceptions.

Application stands disposed of.

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1. The present petition has been filed under section 482 Cr.P.C seeking quashing of FIR No. 61/2019 registered under section 498A/406/34 IPC at PS Shahdara.

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2. Briefly stated facts of the case are that Petitioner No.1/Husband and Respondent No.2/Wife got married on 12.11.2006 according to Hindu rites and ceremonies. There is no child born out this wedlock. Due to temperamental differences the parties are living separately since April 2016. Thereafter, Respondent No.2 got lodged the present FIR No.61/2019.
3. However, it is submitted that now the parties have reached at an amicable settlement vide MoU/Settlement Deed dated 21.05.2022 and thus, the present FIR may be quashed.
4. Learned Counsel has handed over the MoU in court. Let the same be brought on record.
5. The terms and conditions of the MoU/Settlement Deed dated 21.05.2022 are as follows:

“1. The both the parties will move an application or file a petition for mutual divorce before the concerned Court and First Party shall also move applications for withdrawing the cases from the concerned courts at Karkardooma Courts Delhi and if any other concerned Court.

2. That the First party forfeit all her dowry articles/ stridhan, maintenance- present past future as a full and final settlement without any alimony or without any consideration.

3. That both the parties undertake to abide by the terms elaborated in this settlement. That with this settlement now there shall remain no more dispute, differences, litigation, claim or counter claims between the parties and the parties shall take necessary steps and actions to implement this MOU in its letter and spirit.

4. That first party filed a case CC No.2266/18, U/S 12 of DV Act, pending is trial before Ld. MM, District Shahdara, Karkardooma Courts Delhi and the same shall be withdrawn before filling a second motion U/S 13(B) (2) of Hindu Marriage Act and Second

Party has filed petition U/S 13 1(i)(a) of HMA for grant a divorce and the same is pending at Karkardooma concern family court and the same shall withdrawn by the Second Party on or before filling / hearing of petition U/S 13B (1) of HMA, First Party lodged FIR No.61/2019, U/S 298A 498/406/334 IPC with PS Shahdara. Which trial is pending before LD. MM Mahila Court District Shahdara Karkardooma Court Delhi and the same shall be quashed by the Hon'ble High Court by Second Party and First Party shall cooperate though all the expenses of quashing of said FIR shall be beard by Second Party.

5. That both the parties will not claim or file any case whatsoever against each other if any that would be treated null and void.

6. That this settlement has been executed voluntarily by both the parties on their own free will and accord without any pressure, inducement, force, compulsion or threat whatsoever."

6. Section 482 Cr.P.C. acknowledges the inherent power of the high court to secure the ends of justice. In cases where the offences are not compoundable in nature, the parties on account of an amicable settlement invoke the inherent power under Section 482 Cr.P.C. for quashing the proceedings on the plea that continuance thereof would merely be an abuse of process of law.
7. It has repeatedly been held by the Apex Court that in the matrimonial disputes, if the parties have settled the matter between themselves amicably, it is the duty of Courts to encourage the same. Reliance can be placed on ***B.S. Joshi v. State of Haryana***, (2003) 4 SCC 675; ***Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another***; 2019 SCC OnLine Del 8179.
8. I consider that there would be no purpose of continuing with the trial as the parties have entered into the settlement voluntarily without any

fear, force and coercion, and have decided to give quietus to the proceedings. It was a matrimonial dispute which has been amicably settled.

9. In view of the submissions made above, the case FIR No. 61/2019 registered under section 498A/406/34 IPC at PS Shahdara and all the consequent proceedings arising therefrom are quashed.
10. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

MAY 2, 2023
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