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

+ **CRL.M.C. 2594/2024**

SONU@SONU VERMA AND ORS

.....Petitioners

Through: Ms. Preeti rani Adv.(VC)

versus

THE STATE AND ANR

.....Respondents

Through: Mr. Digam Singh Dagar, APP for the
State with SI Varun SI Fateh Singh,
PS Hauz Qazi

Mr.Gaurav Gupta and Mr. Vinod
Kumar, Advocates for Respondent
no. 2 alongwith Ms .Shama through
VC

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

% **12.07.2024**

CRL.M.A. 9893/2024 (Exemption)

Exemption is allowed subject to all just exceptions.

Application is disposed of.

CRL.M.C. 2594/2024

1. The present petition has been filed under Section 482 Cr.P.C. seeking quashing of FIR No. 171/2022 registered at PS Hauz Qazi, Delhi under Sections 498A/406/34 IPC.
2. Learned counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 20.01.2022 in accordance with the Hindu Rites and Ceremonies and no child was born out of the said wedlock. However, on account of temperamental differences and mental incompatibility, the parties started living separately since



27.01.2022 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/Memorandum of Understanding dated 11.05.2023.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved vide order dated 11.12.2023 passed by Principal Judge Family Courts, Central Distt./DHC/Delhi.
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 quash FIR No. 171/2022 registered at PS Hauz Qazi, Delhi under Sections 498A/406/34 IPC and all the other proceedings emanating therefrom.
6. I have gone through the settlement agreement/Memorandum of Understanding dated 11.05.2023 which has been placed on record. The settlement agreement/Memorandum of Understanding provides for the following terms and conditions:

“2. It is agreed between the parties that the petitioner no.2 shall pay to the petitioner no.1 a sum of Rs.3,00,000/- (Rupees three lakh only) as full and final settlement against Stridhan, dowry, maintenance, compensation and permanent alimony towards past, present and future qua this marriage and nothing shall remain due qua this marriage.

3. That it is agreed between both the parties that execute the MOU/Settlement deed by way of mutual consent. That the



second party pay of Rs. 50,000/- to the first party on Cash Bank Transfer.

4. That it is agreed by and between the parties that they shall file the first motion petition for divorce by way of mutual consent U/S 13(B) (1) HMA on or before 02.08.2023 before the concerned court. It is further agreed between the parties that second party shall pay Rs. 1,00,000/- to the first party on 02.08.2023 i.e. cash of Rs.5000/- and Rs.50000/- through PTM in the of respondent no.2

5. That it has been agreed between the parties that the rest of the amount of Rs. 1,00,000/- shall be paid by the second party to the first party at the time of recording of the statement of second motion petition U/S 13 B (2) of HMA by way of demand draft in the name of Ms. Shama before the concerned court.

6. It has been agreed between the parties that the rest of the amount of Rs. 50,000/- shall be paid by the second party to the first party at the time of quashing the said FIR.

7. That it is further agreed between the parties that after the present settlement towards the Istridhan, permanent alimony, (past, present, future) arising out of their marriage party No. 1 shall not claim any right, lien or title the on any of the movable immovable property of party No. 2 and party No. 1 shall also not claim any maintenance etc.

8. That it is further agreed between the parties that the legal expenses for mutual divorce shall be equally born by the parties.

9. That it is further agreed by the parties that party No. 1 Ms. Shama shall withdraw all the pending case/complaints/FIR pending before CAW Cell or any court of law. It is further agreed after getting the decree of divorce if any case is pending from any party before any court shall be treated as withdrawn/null n void.



- 10. That it is undertakes by the parties that they shall fully cooperate with each other and fulfill/comply and undertake to remain bound by the terms & condition of the present MOU.*
- 11 That all the terms & conditions have been arrived at between the parties on their free will and consent without any collusion or coercion or pressure from any side.*
- 12 That all the contents of present MOU have been read over and understood by the parties in their vernacular language to their full satisfaction.”*
7. As per the settlement agreement/Memorandum of Understanding dated 11.05.2023, the matter has been settled as full and final settlement for an amount of Rs.3,00,000/- against Stridhan, dowry, maintenance, compensation, and permanent alimony towards past, present, and future. Rs.2,50,000/- has already been paid to the respondent No.2. Today. The remaining amount of Rs.50,000/- was received by the respondent No.2.
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) 5SCC 226; ***Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another***, 2019 SCC OnLine Del 8179.



9. 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 has no objection if FIR No. 171/2022 registered at PS Hauz Qazi, Delhi under Sections 498A/406/34 IPC and all the other proceedings emanating therefrom are quashed.
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. 171/2022 registered at PS Hauz Qazi, Delhi under Sections 498A/406/34 IPC and all other proceedings emanating therefrom are quashed.
12. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

JULY 12, 2024/Pallavi