



\$~32

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

+ **CRL.M.C. 2695/2024**

PARDEEP KUMAR & ORS.

.....Petitioners

Through: Ms. Sakshi Sachdeva, Adv.with
petitioners

versus

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

.....Respondents

Through: Mr. Raghuinder Verma, APP with SI
Rupesh Raj, PS Subhash Place
Ms. Ritika Rajput, Mr.Siddharth
Vashisht, Advs. for R-2 with R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

19.09.2024

%

1. This petition has been filed on behalf of the Petitioner under Section 482 Cr.P.C. seeking quashing of FIR No.756/2014 dated 22.08.2014 under Sections 307/34/498A IPC registered at PS: Subhash Place, including proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 24.11.2012 in accordance with the Hindu Rites and Ceremonies and unfortunately one girl child was born out of the said wedlock was died due to pneumonia while only six months old. However, on account of temperamental differences and mental incompatibility, the parties started living separately 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 dated 18.08.2022 arrived at Delhi Mediation Centre, Rohini District Courts.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved vide decree of divorce being HMA No.2635/2023 on 17.10.2023 passed by learned Family Judge, North West, Rohini, 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.756/2014 dated 22.08.2014 under Sections 307/34/498A IPC registered at PS: Subhash Place and all the other proceedings emanating therefrom.
6. I have gone through the settlement deed dated 18.08.2022 which has been placed on record. The settlement agreement provides for the following terms and conditions:

1. It is mutually settled between the parties that the JD/respondent/husband shall pay a total sum of Rs. 3,50,000/- (Rupees Three Lakhs Fifty Thous and Only) to the DH/complainant/wife as full and final satisfaction of the complainant including all claims of the complainant past, present and future arising out of the marriage with JD/respondent/husband, which shall include permanent alimony, Istridhan, dowry articles, maintenance and all other miscellaneous expenses.

2) The settled amount of Rs. 3,50,000/- (Rupees Three



Lakhs Fifty Thousand Only) shall be paid by the JD/respondent/husband to the DH/complainant/wife by way of DD/NEFT/RTGS or any other electronic mode in the name of the DH/complainant/wife, as per following schedule:-

(i)Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only) at the time of filing of First Motion of petition u/s 13 (B) (i) of Hindu Marriage Act, which shall be filed by the parties jointly within 30 days from today.

(ii) Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only) at the time of filing of Second Motion petition u/s 13 (B) (ii) of Hindu Marriage Act, which shall be filed by the parties jointly within stipulated period of six months (or after first motion within three months) or by moving appropriate application for waiver of statutory period.

iii) Rs.50,000/-(Rupees Fifty Thousand Only) shall be paid by the JD/respondent/husband to the DH/complainant/wife at the time of quashing of FIR No 756/2014 PS Subhash Place petition shall be filed by the respondent before the Hon'ble High Court of Delhi within 15 days of getting decree of divorce. The DH/complainant/wife shall cooperate in quashing petition by giving her statement/affidavit and concerned documents,

3) Both the parties also undertake not to interfere in the life of each other in future.

4) It is settled between the parties that the DH/complainant/wife shall withdraw the present case from the concerned court on date fixed.

5)It is settled that there shall remain no case/claim/dispute due between the parties after compliance of the terms of the present settlement and that none of the parties shall file any civil or criminal proceedings against each other or any of their family members in future and that if any other



case/petition/complaint etc. between the parties is pending in any Court or Authority either against the parties or against their respective family members and whether it is in the knowledge of other party or not, the same shall be withdrawn/got disposed of by the respective party.

The parties entered into the present Settlement/Agreement voluntarily without any fear, coercion or undue influence from any corner, whatsoever. The parties shall be bound by this settlement and shall co-operate to execute this settlement in every possible manner, whatsoever.

7. *The total settlement amount in terms of settlement deed dated 12.08.2022 is Rs.3,50,000/-. Today, as per settlement, a demand draft bearing DD No. 231940 dated 10.07.2024 drawn on State Bank of India for the sum of Rs.50,000/- in the name of Meena is handed over to the respondent No.2 in the Court. Respondent No. 2 states that she has received the entire settlement amount.*
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 submits that other petitions have already been withdrawn or dismissed. And since the marriage between the parties has also been dissolved vide decree of divorce being HMA No.2635/2023 on 17.10.2023 passed by learned Family Judge, North West, Rohini, Delhi, she has no objection if FIR No.756/2014 dated 22.08.2014 under Sections 307/34/498A IPC registered at PS: Subhash Place 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.756/2014 dated 22.08.2014 under Sections 307/34/498A IPC registered at PS: Subhash Place and all the other proceedings emanating therefrom are quashed.
12. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 19, 2024

Pallavi/ht