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

+ **CRL.M.C. 2855/2024**

KAPIL ANAND AND ORS

.....Petitioners

Through: Mr. Abhay Kumar & Mr. Surendra
Kumar, Advocates.

versus

THE STATE GOVT OF NCT OF DELHI AND ANRRespondents

Through: Ms. Meenakshi Dahiya, APP for the
State with SI Mukesh Yadav & P.S.
Hari Nagar

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

12.12.2024

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1. The Present Petition has filed Under Section 482 of The Code of Criminal Procedure Code 1973, for Quashing of FIR No. 0311/2021 PS: Hari Nagar New Delhi, offences punishable under Sections 498A/406 of the Indian Penal Code, 1860 and all consequential proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that the marriage between the petitioner and the respondent no.2 was solemnized on 22.08.2008 in accordance with the Hindu Rites and Ceremonies and one Boy child, namely Master Nevaan was born on 05.11.2013 out of the said wedlock. However, on account of temperamental differences and mental incompatibility, the parties started living separately since 17.08.2019 and on the complaint of the respondent No.2, the present FIR got registered.



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 27.04.2022.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved as per Hindu rites and ceremonies on 03.04.2023. Respondent No.2 also states that the divorce as already been taken place as per Hindu rites and ceremonies.
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 bearing No. 0311/2021 registered at Police Station Hari Nagar, for offences punishable under Sections 498A/406 of the IPC and all consequential proceedings emanating therefrom.
6. I have gone through the settlement deed dated 27.04.2022 which has been placed on record. The settlement agreement provides for the following terms and conditions :

1. It is agreed between the parties that due to unavoidable and temperamental differences they are not able to stay together and have agreed to dissolve their marriage by obtaining a decree of divorce by way of mutual consent.

2. It is agreed between the parties that both parties will cooperative with each other for taking divorce by mutual consent without any consideration/ maintenance (present, past and future)/ permanent alimony as consented by the complainant/ wife that she will not claim any consideration/ maintenance (present, past and future)/ permanent alimony etc.



3. *It is between the parties that both shall file petition for seeking divorce by way of mutual consent as first motion before the competent court of law, in accordance with law within 10 days from today and both the parties shall cooperate with each other for preparation of the said petition.*

4. *It is agreed between the parties that both the parties shall file petition seeking (divorce by way of mutual consent as second motion in accordance with law before the concerned / competent court of law and both the parties shall cooperate with each other in this regard. With the mutual consent, both the parties shall moved an application for waiving off six months (cooling period).*

5. *It is agreed between the parties that permanent custody of minor child Master Nevaan shall remain with complainant/ wife and respondent no.1/husband shall not claim the custody of the said minor child in future in any circumstances whatsoever.*

6. *That in the light of present settlement, the complainant/wife shall withdraw present case after recording of the statement of the parties u/s 13(B) (1) HMA Act. The respondent has filed a petition u/s 9 HMA Act which is pending in the court of sh. Raj Kumar Tripathi. The respondent no. 1/husband shall withdraw the petition u/s 9 HMA Act after recording of the statement of the parties u/s 13 (B) (1) HMA Act.*

7. *The respondent no. 1/husband has visiting rights to meet his son Master Nevaan on 2nd and 4th Saturday of each month for two hours i.e. 5 p.m to 7 p.m at any public place and on first and third Saturday of every month, respondent no. 1/husband shall talk to his son over Video Calling in the evening for 15 to 20 minutes as per the convenience of the parties and the birthday of the son shall be celebrated by respondent no. 1/husband one day before the birthday and the next year, the birthday of the shall be celebrate by respondent no.1/husband on the date of birthday and this will continue alternatively every year.*

8. *be It has been decided between the parties that the respondent no. 1/husband shall allowed to meet his son one day prior to Diwali for 3 hours.*



9. *It is further agreed that the expenses to be incurred in drafting & filling of first and second motion petition shall borne by the respondent/ husband.*

10. *It is further agreed between the parties that after this settlement, both the parties shall be left with no right/ claim against each other or their family members and both the parties shall not file any case, complaint or litigation against each other in further pertaining to the present marriage and shall cooperate with each other in execution of present settlement.*

11. *It is agreed between the parties that they will not interfere in the lives of each other and shall part ways amicably.*

12. *That the parties have gone through the terms herein before recorded and have confirmed and verified the same to be correct and that they are going to sign it without any threat, pressure, coercion or undue influence from any quarter. Both the sides undertake to abide by these terms & conditions mentioned hereinabove.*

13. *That the parties have gone through the terms herein before recorded and have confirmed and verified the same to be correct and the same are confirmed without any threat, pressure, coercion or undue influence from any quarter. Both sides undertake to abide by these terms.*

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) 5SCC 226; *Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another*, 2019 SCC OnLine Del 8179.

8. Both the parties are present in Court and have duly been identified by the Investigation Officer. Respondent No. 2 submits that she has entered the settlement voluntarily without any fear, force, or coercion. And since the marriage between the parties has also been dissolved as per Hindu Rites, she has no objection if FIR bearing No. 0311/2021 registered at Police Station Hari Nagar, for offences punishable under Sections 498A/406 of the IPC and all consequential proceedings emanating therefrom are quashed.
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 bearing No. 0311/2021 registered at Police Station Hari Nagar, for offences punishable under Sections 498A/406 of the IPC and all consequential proceedings emanating therefrom are quashed.
11. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 12, 2024

Pallavi/NA