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

+ **CRL.M.C. 3532/2024**

SURJIT SINGH & ORS.

.....Petitioners

Through: Mr. Satyam Thareja, Adv.
(DHCLSC), Mr. Yash Hari Dixit,
Advs. with petitioners.

versus

STATE (NCT OF DELHI) & ANR.

.....Respondents

Through: Mr. Digam Singh Dagar, APP for
State and SI Sanjay Kumar, PS Nihal
Vihar.
R-2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

08.08.2024

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CRL.M.A. 13570/2024

1. Exemption allowed, subject to all just exceptions.
2. Application stands disposed of.

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3. The present petition has been filed under Section 482 Cr.P.C. seeking quashing of FIR No. 328/2011 dated 14.12.2011 under Section 498A/406/34 IPC registered at PS Nihal Vihar and all other proceedings emanating therefrom.
4. Learned Counsel for the petitioner submits that the marriage between Respondent no.2/complainant and petitioner no.1 was solemnised on



30.10.2006 in accordance with the Sikh Rites and Ceremonies and petitioner No.1 and respondent No.2 were blessed with a twochildrennamely Gurpreet Kaur (aged about 17 years) and Harman Singh (aged about 15 years)both born out of the said wedlock. 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.

5. 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 16.03.2024.
6. Pursuant to the settlement, it is submitted by both the parties that the marriage between them has already been dissolved on 03.12.2018.
7. 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. 328/2011 dated 14.12.2011 under Section 498A/406/34 IPC registered at PS Nihal Vihar and all the other proceedings emanating therefrom.
8. I have gone through the settlement deed dated 16.03.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. It is agreed between the parties that both the parties i.e. Ms Rekha Kaur and respondent no. 1 Mr. Surjeet Singh have agreed and given their consent to dissolution of their marriage in terms of the ex-parte decree of divorce passed by L.d. Principal Judge, Family Court, West, Tis Hazari



Courts, Delhi, vide his order dt. 03.12.2018 in HMA No. 1650/18 in case titled Rekha Kaur Vs. Surjeet Singh

2. It is agreed between the parties that the complainant Ms. Rekha Kaur has consented that she will not claim any consideration/ maintenance (present. past and future)/ permanent alimony etc. and /or dowry articles from Mr. Surjeet Singh or his family members in respect of their marital disputes.

3. That parties shall approach Hon'ble High Court for quashing of FIR No. 328/2011. The petition for quashing of said FIR shall be moved by the respondents within 30 days from today. The complainant Ms. Rekha Kaur shall cooperate to give statement, affidavit/ NOC and to do all these acts which may be required to be done before concerned Hon'ble High Court for quashing of present FIR and any subsequent proceedings arising thereto against respondent/ accused persons namely Mr. Surjeet Singh and Sukhwant Kaur.

4. It is agreed between the parties that permanent custody of both the children namely Gunpreet Kaur (aged about 17 years) and Harman Singh shall remain with their mother Ms. Rekha Kaur and she will be the sole guardian.

5. It is further agreed between the parties that after this settlement, both the parties shall be left with no right, title or interest in the movable or immovable properties of each other or their family members and both the parties and their family members shall not file any case, complaint or litigation against each other in future pertaining to the present marriage and shall cooperate with each other on execution of present settlement.

6. That non compliance of any terms of present settlement, party concerned shall be at liberty to avail available legal remedy.

7. 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 the terms & conditions mentioned hereinabove.

8. Since the parties state that their mother tongue is Hindi and they are not well conversant with the English language, so the settlement is drafted both in English and Hindi language.”

9. 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.
10. 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 as per law, she has no objection if FIR No. 328/2011 dated 14.12.2011 under Section 498A/406/34 IPC registered at PS Nihal Vihar and all the other proceedings emanating therefrom are quashed.



11. 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.
12. In view of the above, FIR No. 328/2011 dated 14.12.2011 under Section 498A/406/34 IPC registered at PS Nihal Vihar and all the other proceedings emanating therefrom are quashed. However, the mutual decree or any other settlement shall not bind the legal rights, title, and interest of the child namely Gunpreet Kaur aged 17 years and Harman Singh aged 15 years, in any manner. A statement to this effect has been recorded separately.
13. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

AUGUST 8, 2024/AR/NA..