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

+ CRL.M.C. 3741/2024, CRL.M.A. 14316/2024

RAMESH AND ORS

.....Petitioners

Through: Mr. Shiv Sahney, Adv.

versus

THE STATE GOVT.OF NCT DELHI AND ANOTHER

.....Respondents

Through: Mr. Satish Kumar, APP for the State
with WSI Sonia, PS Bharat Nagar.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

10.09.2024

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1. The present petition has been filed under Section 482 Cr.P.C. seeking quashing of FIR No.72/2016 dated 07.02.2016 registered under Sections 498A/406/34 IPC at PS: Bharat Nagar and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 02.06.2014 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 31.07.2015 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 08.08.2022.

4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved vide decree of divorce dated 15.02.2023 in HMA No.3161/2022 passed by learned Principal Judge, Family Court, North West, Rohini Courts, 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 072/2016 dated 07.06.2016 registered under Section 498A/406/34 IPC at PS Bharat Nagar and all the other proceedings emanating therefrom.
6. I have gone through the settlement deed dated 08.08.2022 which has been placed on record. The settlement agreement provides for the following terms and conditions:

1. That after mutual discussions and negotiations, both Parties have amicably and mutually decided that subject to terms and conditions of this present settlement, the FIRST Party shall pay (in the manner described in this settlement) to the SECOND Party a sum of Rs. 3,50,000/- (Rupees Three Lacs Fifty Thousand Only) towards full and final settlement of all her claims-past, present & future including but not limited to maintenance, Stridhan, alimony or right in the property moveable or immovable, of the Second Party and his family members. It is agreed that upon payment of Rs. 3,50,000/- all claims shall stand fully satisfied. That after the disbursement of Rs 3,50,000/- and after the return of articles, stridhan/jewelry as mentioned in Annexure A, neither the SECOND Party or any of her family member shall have any claim whatsoever against the FIRST Party. The household furniture and electronic items at the residence of the first party shall remain at his place



as it is not be claimed by the second party.

2. That it is agreed between the Parties that OUT OF THE TOTAL settlement amount of Rs. 1.50.000/- (Rupees One Lac Fifty Thousand Only) shall be paid by the FIRST Party to the SECOND Party through bank transfer NEFT/RTGS/DD ON or before OF THE FIRST motion of the divorce petition by mutual consent and the both the parties shall also handover all the articles belonging to each other, as more particularly articles of the second party which were lying in the looked room and the key is in possession of the second party, and the second party received all the lying articles ate present condition after open the room herself within one month after FIRST motion statement.

3. That it is agreed between the parties the amount of Rs. 1,50,000/- (Rupees one lac fifty thousand only) shall be paid to the SECOND party at the time of SECOND MOTION, subject to which the SECOND Party shall not claim anything in future and get her statement recorded to that effect. It is agreed between the Parties to this deed of Agreement that the Second Motion for divorce petition shall be immediately filed by the Parties, within a period of 15days after the expiry of six months mandatory period from the allowing/grant of first motion petition and shall record their statements to that effect.

4. That it is agreed between the parties that balance amount of Rs. 50,000/- (Rupees fifty thousand only) of the total settlement amount shall be paid before the Hon'ble High Court of Delhi at time of quashing of the fir No. 72/16 U/S 498A/406/34 IPC P.S. Bharat Nagar and the second party will cooperate for quashing the said FIR.

5. That the FIRST Party will handed over all the clothes, electronics and accessories belonging to SECOND party and the receipt of the same is duly acknowledged by the SECOND Party within one month. A more descriptive list of



Items as mentioned in this clause is annexed herewith as ANNEXURE A.

6. That it is agreed between the parties that after recording of the first motion statement the second party will withdraw both the cases U/S 12 DV Act and 125 Cr.P.C. pending before the trial Court.

That subject to the fulfilment of the terms and conditions of this Agreement and after receiving a sum of Rs. 3,50,000/- and the jewellery and other articles as more particularly described in Annexure A-1, all the claims of the second Party including but not limited to claim or right towards alimony, maintenance, Stridhan, interest (in movable and immovable property) of whatsoever nature shall stand fully satisfied and neither the Second Party or any of her family members shall have any claims- whatsoever against the first Party or his family members.

8. That upon payment of the aforesaid settlement amount and the articles lying in the looked room, it is agreed that the second Party shall not claim any alimony towards her maintenance from the first Party and his family members and also the Second Party shall not have any right: past, present and future in the property, both movable and immovable, of the First Party and his family members.

9. The First Party and the Second Party along with their respective family members/relatives/friends also agree that no complaints or cases shall be filed against each other arising out of and related to the marriage between the First Party and Second Party.

10. That both the Parties shall not interfere in each other's life- personal or professional in future and shall not claim any right towards each other.

11. That after the execution of this Settlement Agreement, there shall remain no claim/dispute (past, present or future) also no dispute regarding Stridhan between the Parties and



that none of the Parties shall initiate or file any civil or criminal proceedings against each other in future and that in case any suit/petition/application or any other legal proceeding is pending in any court or authority, the same shall be withdrawn by the respective party.

12. That both Parties shall remain bound with the terms and conditions as mentioned in this Agreement.

7. 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 dated 15.02.2023 in HMA No.3161/2022 passed by learned Principal Judge, Family Court, North West, Rohini Courts, Delhi, she has no objection if FIR No.72/2016 dated 07.02.2016 registered under Sections 498A/406/34 IPC at PS: Bharat Nagar and all the other proceedings emanating therefrom are quashed.
8. The total settlement amount in terms of settlement deed dated 08.08.2022 is Rs.3,50,000/-. Today, a demand draft bearing DD No.546775 dated 09.019.2024 drawn on Punjab National Bank of Rs.50,000/- in the name of M KUPPAYEE is handed over to the respondent No.2 in the Court. Respondent No. 2 states that she has received the entire settlement amount.
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. 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.72/2016 dated 07.02.2016 registered under Sections 498A/406/34 IPC at PS: Bharat Nagar 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 10, 2024

Pallavi/KR