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

+ **CRL.M.C. 3776/2024, CRL.M.A. 14445/2024**

DHARMINDER SINGH AND ORS

.....Petitioners

Through: Mr. Anirudh Gupta, Adv. for P-1 to 4.

versus

THE STATE NCT OF DELHI AND ANR.

.....Respondents

Through: Mr. Digam Singh Dagar, APP for the
State with SI Bharat Singh, PS Uttam
Nagar.

Mr. Kamal Anand, Adv. for R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

20.08.2024

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1. The Present petition has been filed under section 482 Cr.P.C for quashing of FIR 570/2021 registered under Section 498A/406/34 IPC at PS Uttam Nagar and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioners submits that the petitioner No.1 and Respondent no.2/complainant married on 22.10.2019 in accordance with the Hindu Sikh 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 14.07.2020 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 vide MOU dated 12.12.2023.

4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 19.01.2023 as per HMA No.62/2021 by the learned Additional Judge, Family Court, Gurdaspur, Punjab.
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 570/2021 registered under Section 498A/406/34 IPC at PS Uttam Nagar and all the other proceedings emanating therefrom.
6. I have gone through the settlement deed vide MOU dated 12.12.2023 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. Whereas Mr. Dharminder Singh from the First Party was married to Ms. Taruna from the Second Party on dated: 22/10/2019 in Gurudwara, Singh Sabha, Mohan Garden Delhi, according to the Sikh rites & customs.

2. That out of this wedlock no child was born from the wedlock.

3. The parties have been living separately since dated: 14th July 2020.

4. That due to some temperamental misunderstanding Second Party left the company of Sh. Dharminder and filed a criminal complaint dated: 29/01/2021, that on the basis of the said criminal complaint to DCP a FIR no.570/2021, dated: 21/07/2021 under sections 498a/406/34 IPC, Police Station Uttam Nagar, Distt. Dwarka Delhi registered



against all the "First Party".

5. That in light of the above circumstances, Mr. Dharminder Singh has filed a Divorce Petition CIS No. HMA-62 of 2021 for dissolution of marriage under Section 13 (1) (ia) Hindu Marriage Act before the Gurdaspur Family Court Punjab.

6. That the Second Party has also filed a Petition No. 131/2021 under section 125 Cr.P.C against the Mr. Dharminder Singh before the Dwarka District court which is still pending before the Hon'ble Court of Ms. Kritika Jain, Metropolitan Magistrate, South West Dwarka Courts Delhi.

7. That During the pendency of the aforesaid criminal proceedings of section 125 Cr.P.C an Ex-parte Divorce Decree was granted to the Petitioner No.1 by the of Sh. Pooja Andotra, PCS Addl. Principal Judge, Family Court Gurdaspur Punjab

8. Thereafter parties to the Memorandum of Understanding amicably settled their disputes in terms istridhan, maintenance, alimony etc. amicably outside the court with the help and guidance of their respective friends, family members and lawyers with their free will and consent without any pressure, coercion or undue influence in writing through present Memorandum of understanding.

9. The Petitioner No. 1 and Respondent No. 2 have amicably and wilfully resolved all their disputes and now no dispute whatsoever survives between the parties.

10. Therefore, both the parties are signing the present Memorandum of understanding in view of the final settlement so as to withdraw all the pending courts cases and quashing of the FIR pending before the trial court of Ld. Ms. Kritika Jain, MM South-West, Dwarka court New Delhi."



7. The total settlement amount in terms of the settlement deed dated 12.12.2023 is Rs.2,00,000/- (Two Lakh Rupees) and a pair of Gold earrings, two gold rings, and one mangal sutra. Today, as per the settlement, a demand draft bearing DD No. 765676 dated 19.08.2024 drawn on Punjab & Sind Bank of Rs.2,00,000/- along with a pair of Gold earrings, two gold rings, one mangal sutra is handed over to the Respondent No.2 in Court. Respondent No. 2 states that she has received the entire settlement amount.
8. It is a well-settled law 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 threat, 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 on 19.01.2023 vide HMA No.62/2021 by the learned Additional Judge, Family Court, Gurdaspur, Punjab, she has no objection if FIR 570/2021 registered under Section 498A/406/34 IPC at PS Uttam Nagar 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 570/2021 registered under Section 498A/406/34 IPC at PS Uttam 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

AUGUST 20, 2024

Pallavi/HT