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

+ **W.P.(CRL) 1582/2024**

PRINCE @ PRINCE SHARMA AND ORS.Petitioners

Through: Mr. Aaditya, Mr. Amit Kumar, Advs.
(VC). Petitioners in person.

versus

STATE NCT OF DELHI AND ANRRespondents

Through: Mr. Sanjay Lao, Standing Counsel for
the State with SI Ajeet Singh, PS
Palam Village
Mr. Vipul Gupta, Adv. with R-2

**CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA**

**ORDER
23.09.2024**

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1. The present petition has been filed under Article 226 of the Constitution of India r/w Section 482 Cr.P.C. seeking quashing of FIR No. 0154/2022 dated 25.03.2022 under Section 498A/406/34 IPC registered at PS Palam Village, Delhi and the proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 29.01.2019 in accordance with the Hindu Rites and Ceremonies and one female child namely A was 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.

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/Deed dated 16.03.2024.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 18.04.2024 as per law.
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. 0154/2022 dated 25.03.2022 under Section 498A/406/34 IPC registered at PS Palam Village, Delhi and all the other proceedings emanating therefrom.
6. 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. That the First Party has agreed to pay a total sum of Rs.21,00,000/- (RUPEES TWENTY ONE LAC ONLY) to the Second Party toward all her claims, istridhan, permanent alimony, (including past, present and future), dowry articles, maintenance for the girl child for present and future. The Second Party undertakes that after receiving Rs.21,00,000/- (RUPEES TWENTY ONE LAC ONLY), she will not raise any other claim or maintenance for herself and for her daughter from the First Party in present and in future and she agrees that on behalf of her daughter she has settled all her claims (including past, present and future) with the First Party for a total sum of Rs.21,00,000/- RUPEES TWENTY ONE LAC ONLY).

2. That at the time of signing of this Settlement Deed/



Agreement the First Party will pay the first installment of Rs.51,000/- (RUPEES FIFTY ONE THOUSAND) to the Second Party in Cash/DD/Cheque/Bank Transfer and thereafter the Second Party undertakes to withdraw the Petition U/s 13 1 (ia) (ib) of HMA pending before the Hon'ble Court of Sh. Vipin Kumar Rai, Ld. Judge, Family Courts, Dwarka Courts, New Delhi bearing no. 2197/2023.

3. That both parties have agreed to move a petition for Mutual Divorce (First Motion) within a period of 7 days from the date of signing of this Settlement deed/Agreement and the First party shall pay a further sum of Rs.5,00,000 (RUPEES FIVE LAKHS ONLY) before the Hon'ble Court at the time of signing Joint Staternent before the concerned court.

4. That Second party agrees in furtherance of this agreement to move appropriate application(s) for withdrawal of the cases, as detailed below, within a period of 7 days from approval of Joint Petition under First Motion:

a. Petition U/s 125 CrPC filed and pending before the Court of Sh.Vipin Kumar Rai, Ld. Judge, Family Courts, Dwarka Courts, New Delhi, titled, S MT/47/2023; S vs Prince bearing no.

b. Petition u/s 12 of PWDV Act pending before the Court of Ms. Vaishali Singh titled as S. S Vs Prince @ Prince Sharma & Ors. bearing no. MC/358/2023;

5. That both the parties agree to move joint petition for mutual divorce (Second Motion) in accordance with Sec 13(B-2) of H.M.A, 1955 and simultaneously move application seeking waiver of statutory period of 6 months, within 15 days after signing of the statement for First Motion of Divorce before the Hon'ble Court and out of settlement amount of Rs.21,00,000/- (RUPEES TWENTY ONE LAC ONLY), the First Party undertakes to pay the Third installment for a sum of Rs.7,00,000/- (RUPEES



SEVEN LAC ONLY) to the Second Party before Hon'ble court at the time of recording of her statement during Second Motion Divorce Proceedings by way of DD/Cheque.

6. That thereafter First Party will make the fourth/final installment for a sum of Rs 8,49,000/- (RUPEES eight LAC FORTY NINE! THOUSAND ONLY) to the Second party before the Hon'ble High Court of Delhi at the time of her Statement Appearance in Quashing petition of FIR No.154/2022, Registered at PS Palam Village U/s 498A/509/406/323/377/34 IPC and 75 J.J. Act. The First Party shall communicate the date fixed for hearing of the Quashing Petition in advance. Both the parties undertake to file quashing petition within 15 days after recording of statement for Second motion of Divorce before the Hon'ble Court.

7. That the both the parties undertakes to co-operate and abide by the time schedule agreed upon by them in this agreement and the same is essence of this agreement.

8. That it is mutually decided between the parties that after receiving of any of the installment/s from the First party, if the Second party fails to appear before the Hon'ble Court in Divorce by Mutual Consent or at the time of Quashing of abovementioned case FIR then the Second party undertakes to return the Double Amount of the entire amount received till date by her, and the First party is authorized to recover the entire amount through legal proceedings. Similarly, if the First party fails to pay the Smount as agreed in this agreement, or any of the instrument handed over to the Second Party in pursuance of this agreement is dishonored or fails to cooperate and jointly move petitions under H.M.A, 1955 or file Quashing Petition in time prescribed as agreed herein above, then the amount received by the Second Party stands forfeit, and the Second Party shall be entitled to revive all her petitions and claims before the concerned and shall be entitled to recover the double the amount, as is pending on the said date of default through



legal proceedings.

9. That it is further agreed between the parties that in case any of the parties fail to comply with the terms and conditions of the present agreement, then the erring party shall be liable to contempt proceedings as per law and in terms of the judgment titled "Rajat Gupta vs Rupali Gupta" passed by Hon'ble High Court of Delhi.

10. That it is agreed between the parties that the Second Party shall be the only Legal Guardian to the minor daughter A and she shall have exclusive custody of her. The First Party shall have no rights of visitation etc. towards her.

11. That the Second Party undertakes that she or her family members and no-one on behalf of the minor daughter A will not raise any claim, maintenance, or initiate any civil or criminal proceedings against the First Party in future.

12. That any other complaint(s) / cases filed by either of the parties against another party and/or his/her family member(s) shall be treated as withdrawn / closed by virtue of this agreement, and parties shall assist each other in concluding those case/complaint.

13. That it is further agreed that neither of parties shall take any coercive action against each other and shall ensure safe, secure and cordial atmosphere for each other and their families respectively in future.

14. That it is further agreed between the parties that neither of the parties shall file any complaint/ suit/petition/ FIR and/or any other proceedings before any court of law/any authority in future. Both the parties undertake that there is no other complaint/ petition/ suit/ FIR pending against each other as mentioned above and if the same is found, the same shall stand null and void and compromised in terms of this Settlement Deed/Agreement.



15. That it is agreed that neither of the party will interfere in any manner, whatsoever, in the personal and professional life of each other and they shall not call, or send or receive any communication by any means from other or their family members, except in pursuance of the present agreement if required.

16. That both the Parties shall assist each other in prudently pursuing the petition for dissolution of marriage by mutual consent, Quashing of FIR before the Hon'ble High Court of Delhi and also shall appear in the concerned Court as and when necessary and required to record necessary statements as per law in getting the decree of Divorce by mutual consent.

17. That both the parties shall have no further claims whatsoever against each other from this day onwards and terms of the aforementioned deed are binding on them.

18. That this compromise / agreement is being executed voluntarily and with mutual consent without any Fear, Pressure, Force, Fraud, Undue Influence, Coercion in the presence of members of the family/ relative / friends.

19 That nothing is pending between both the parties and the present matter stands settled between both the parties.

20. That this deed of settlement can be used as a piece of evidence by both the parties.”

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 further, she has no objection to the present FIR being quashed.
8. As per settlement, Demand Draft bearing No. 239947 dated 16.08.2024 in the name of Sakshi Sharma for a sum of Rs. Eight Lakh Forty-Nine



Thousand Only drawn from State Bank of India has been 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. 0154/2022 dated 25.03.2022 under Section 498A/406/34 IPC registered at PS Palam Village, Delhi and all the other proceedings emanating therefrom are quashed. However, this shall not bind the legal rights, title, and interest of the child namely A in any manner. Child namely A shall be at liberty to pursue her legal rights in accordance with law. A statement to this affect has been duly signed by both parties in court today.



12. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J
SEPTEMBER 23, 2024/AR/KR..