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

+ **CRL.M.C. 4343/2024**

MR. KISHAN PRATAP SINGH & ORS.Petitioners

Through: Mr. Jai Gaur, Adv. with petitioners.

versus

STATE OF NCT OF DELHI & ANR.Respondents

Through: Mr. Amol Sinha, ASC with SI
Manish Charan, PS Sarai Rohilla
Mr.Vijay Kumar, Adv. for R-2 with
respondent No.2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER
30.08.2024

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1. The present petition has been filed under Section 482 Cr.P.C. seeking quashing of FIR No. 355/2021 dated 07.06.2021 registered under Sections 498A/406/34 IPC at PS: Sarai Rohilla and the proceedings emanating therefrom.
2. Learned Counsel for the petitioner No.1 submits that Respondent no.2/complainant married petitioner no.1 on 08.12.2016 at Hanuman Mandir, Delhi 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 23.10.2019 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 24.07.2023.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 19.03.2024 as per HMA no. 445/2024 passed by the Court of Principal Judge, Family court, Tis Hazari, New Delhi.
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 deed dated 24.07.2023.
6. 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. 355/2021 registered on 07.06.2021 at PS Saria Rohilla under Sections 498A/406/34 IPC and all the other proceedings emanating therefrom.
7. This court directed that a status report be filed before the next hearing, with the Investigating Officer (IO) verifying the complainant's medical status and, if necessary, arranging for a medical examination, with the report to be submitted in a sealed cover. This direction was given during the last hearing on 27.05.2024.
8. The status report has been filed and the medical status report has been duly verified by the IO.



9. The status report confirms that the respondent no. 2 is suffering from seizure disorder. It has also been pointed that the respondent no. 2 was diagnosed with Spine Cerebellar Alaxia Vs Complicated HSP.
10. I have gone through the settlement deed dated 24.07.2023 which has been placed on record. The settlement agreement provides for the following terms and conditions:

1. That the petitioner and respondent have agreed to dissolve their marriage by mutual consent in accordance with law provides Uis 13 (B) of the Hindu Marriage Act.

2.It is agreed between the parties that husband shall pay to the wife a sum of Rs.3,25,0000/-(Rs. Three Lakh and Twenty Five Thousand Only).as full and final settlement (against istridhen and dowry, maintenance towards past, present and future qua this marriage in 2 (Two) installments by way of DD/Pay Order.

3. It is further agreed between the parties that the husband will pay Rs. 1,50,000/-(Rs. One Lakh and Fifty Thousand Only) to the wife at the time of recording of the statement of first motion by the way of DD/Pay order.

4. It is further agreed between the parties that the husband will pay Rs. 1,75,000/- (Rs. One Lakh and Seventy Five Thousand Only) to the wife at the time of recording of the statement of second motion by way of DD/Pay Order.

5 It is agreed between the parties that the first motion petition shall be filed on or before 24/7/2023 and second motion petition shall be filed soon after the completion of the period of the statutory period of the order U/s 13 B (1) of HMA.

6. It is further agreed between the parties that the petitioner/respondent will withdraw the case which is pending in the court of Sh Sanjay Kumar Aggarwal Ld. Principal Judge, Family Court Central District, Tis Hazari Court, Delhi.



7. It is agreed between the parties that they have understood the terms and conditions of the settlement.

8 It is further agreed between the parties that they shall remain bound with the aforesaid terms and conditions and mentioned in the settlement.

9. All the matters relating to this marriage either civil or criminal are settled and neither the parties nor their relatives shall make any claim against each other in future and will not file any case/complainant against each other and any time future in all court of law/Police Station etc.

10 It is agreed between the parties that if either of the parties commits breach or defaults of this mutually agreement settlement after the first motion, if the petitioner/ wife back out of the amount taken at the time of first motion shall be return to the respondent/husband with 02% pm interest and if the respondent/husband backs out the amount given at the time of first motion shall stands forfeited by the petitioner/wife.

11. The parties have agreed on each and every terms as recorded in the settlement agreement, after carefully reading over and fully understanding and appreciating the contents, scope and effect thereof, as also the consequences of ne breach thereof, including payment of the file/penalty as mentioned above

12 The terms and conditions mentioned in the settlement have been understood in vernacular. The above said settlement is arrived at between the parties out of their own free will, consent and without their being any undue pressure, coercion, influence, misrepresentation or mistaken (both law and fact) in any form whatsoever and the parties agreed that the settlement agreement has correctly recorded the said agreed terms and conditions.



11. The total settlement amount in terms of settlement deed dated 24.07.2023 is Rs.3,25,000/-. As per respondent no. 2/ complainant's Mother Kusuma and Brother Satyam the total amount has already been paid and cleared by the Petitioner.
12. 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.
13. 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 on 19.03.2024 as per HMA no. 445/2024 passed by the Court of Principal Judge, Family court, Tis Hazari, New Delhi, she has no objection if FIR No. 355/2021 registered on 07.06.2021 at PS Saria Rohilla under Sections 498A/406/34 IPC and all the other proceedings emanating therefrom are quashed.



14. 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.
15. In view of the above, FIR No. 355/2021 registered on 07.06.2021 at PS Saria Rohilla under Sections 498A/406/34 IPC and all the other proceedings emanating therefrom are quashed.
16. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

AUGUST 30, 2024

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