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

+ **CRL.M.C. 5059/2024**

SH MANU SHARMA AND ORS.

.....Petitioners

Through: Mr. L.X. Dixit, Ms. Seema G. Advs.
Petitioners in-person

versus

THE STATE GOVT.OF NCT OF DELHI & ORSRespondents

Through: Mr. Pradeep Gahalot, APP for State
with ASI Khem Chand, PS Shahdara.
R-1 in-person
R-2&3 through VC

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

23.10.2024

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CRL.M.A. 19347/2024 EXEMPTION

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

CRL.M.C. 5059/2024

3. The Present petition has been filed under section 482 Cr.P.C for quashing of FIR No. 341/2022 dated 20.09.2022 registered under Section 498A/406/34 IPC at PS Shahdara and all the other proceedings emanating therefrom.
4. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 10.02.2019 in accordance with the Hindu Rites and Ceremonies and out of the said wedlock, one



male child was born on 29.01.2020, namely, Mr. Divyansh Sharma. 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 vide Settlement dated 29.11.2022.
6. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 25.04.2023 as per Hindu rites and ceremonies.
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. 341/2022 dated 20.09.2022 registered under Section 498A/406/34 IPC at PS Shahdara and all the other proceedings emanating therefrom.
8. I have gone through the settlement deed dated 29.11.2022 has been placed on record. The settlement deed provides for the following terms and conditions:

“1. it is agreed between the parties that they shall get their marriage dissolved by obtaining a decree of divorce by mutual consent.

2. it is agreed between the parties that the custody of the minor child namely Divyansh Sharma will remain with the mother i.e. second party it is further agreed between the parties that first party never claim the custody of the minor child and the first party never try to meet the minor child in future.



3. it is agreed between the parties that the matter is amicably settled and the husband shall pay a sum of Rs.15,00,000/- (Rupees fifteen lakh only) to the wife towards full and final settlement of all her claims including education of minor child, stdridhan, permanent alimony and present, past and future maintenance of her and minor child QUA this marriage and nothing remain due qua this marriage after this settlement.

a. That it is agreed between the parties that out of full and final payment of Rs.15,00,000/- (Rupees fifteen lakh only) the first party pay shall pay Rs.4,00,000/- (Rupees four lakh only) through an FDR in the name of his child namely Divyansh Sharma as a love and affection as well as regarding the education and future of the minor child in which the second party (mother) will be nominee. It is further agreed between the parties that the said FDR will be handed over to the second party by the first party at the time of quashing of FIR before the Hon'ble High court of Delhi at New Delhi and it is further agreed between the parties that first party will also pay a sum of Rs.1,00,000/- out of fifteen lakhs to the second party by way of demand draft in the name of second party at the time of recording the settlement of quashing the FIR No.341/2022 dt.20.09.2022 PS..SHAHAARA U/S 498-A/406/34 IPC before the Hon'ble High court of Delhi at New Delhi. It is further agreed between the first and second party to file the quashing petition before the Hon'ble High court within 30 days from the date of obtaining the decree of divorce.

b. That it is agreed between the parties that first party /husband shall pay a sum of Rs.3,00,000/- (Rupees three lakhs only) by way of Demand draft to the second party/wife at the time of withdrawing of DV act case no. 853/21 before the concerned Hon'ble court .

c. That it is agreed the parties that the first party/husband shall pay a sum of Rs.3,00,000/- by way of demand draft to the second party/wife before the Hon'ble court at the time of recording the statements of the first motion U/S 13B-1 of HM ACT.



d. It is agreed between the parties that husband shall pay a sum of Rs.4,00,000/- (Rs.4 lakhs only) by way of demand draft to the wife before the Hon'ble court at the time of recording the statement of the parties at the time of second motion U/s 13B-2 of HMA Act. It is further agreed that the second motion will be filed within 6 months or within 15 days after expiring the statutory period of six months.

4. That the second party has received the entire dowry articles including jewellery and nothing articles is pending with the first party regarding this marriage.

5. That both the parties undertake not to interfere in the life of each other after this settlement and will not claim any maintenance or shares in the property of each other in future.

6. That both the parties undertake to cooperate each other for obtaining the decree of divorce by mutual consent and undertake to appear for making their statement u/s 13B- 1 and 13-B-2, of HMA before the concerned court and it is again agreed between the parties that all the expenses/fee of the advocate will be borne by the first party/husband.

7. That further both the parties undertake to quash the FIR before the Hon'ble Delhi High court within 30 days of obtaining the decree of the divorce. It is again agreed between the parties that all the expenses /fee of the advocate to quash the above said FIR will be borne by the second party/wife.

8. That second party further undertakes to withdraw all her cases/complaints if any filed against the first party.

9. That it is further agreed between the parties that after divorce as well as quashing of FIR shall not claim any thing from each other and shall not litigate in future their marriage in any manner whatsoever before any competent court of law.

10. That it is agreed between the parties that they shall remain bound by the terms and conditions of this settlement and further this settlement is arrived between them voluntarily, without any



pressure, coercion and threat, it is again abide between the parties if the second party fails to abide by this agreement then she has to pay back the entire received amount with interest to the first party further if first party fails to abide by this agreement then the amount given by fast party fails to abide by this agreement then the amount given by the first party to the second party will be forfeited.

11.That this compromised deed has been executed between the parties in the presence of their parents and relatives/marginal witnesses.”

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. Respondent no. 2 submits that she has received the entire amount. 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 Hindu Rites, she has no



objection if FIR No. 341/2022 dated 20.09.2022 registered under Section 498A/406/34 IPC at PS Shahdara 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. 341/2022 dated 20.09.2022 registered under Section 498A/406/34 IPC at PS Shahdara and all the other proceedings emanating therefrom are quashed. However, this shall not effect the legal rights, title, and interest of the child namely Mr. Divyansh Sharma born on 29.01.2020 and shall be at liberty to pursue their legal rights in accordance with law.
13. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

OCTOBER 23, 2024
JN/DG..