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

+ CRL.M.C. 5252/2024

VIKAS KUMAR SHARMA & ORS.

.....Petitioners

Through: Mr. Ashok Mahajan, Mr. Amit
Kumar Verma, Advs. With P-1 to P-
4.

versus

THE STATE OF NCT DELHI & ANR.

.....Respondents

Through: Mr. Digam Singh Dagar, APP and SI
Akash Kumar, PS Bhajanpura.
Mr. Akash Kumar, Adv. with R-2.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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11.07.2024

1. The Present petition has been filed under section 482 Cr.P.C for quashing of FIR 609/2020 dated 25.10.2020 registered under Section 498A/406/34 IPC and Section 3/4 of DP Act at PS Bhajanpura, Delhi and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 12.06.2019 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 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 16.01.2024.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 04.04.2024 as per Hindu rites and ceremonies.
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 609/2020 dated 25.10.2020 registered under Section 498A/406/34 IPC and Section 3/4 of DP Act at PS Bhajanpura, Delhi and all the other proceedings emanating therefrom.
6. I have gone through the settlement deed dated 16.01.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. That it has been agreed between the Parties that they shall get their marriage dissolved by a decree of divorce by way of mutual consent by filing petitions under Section 13B(1) and 13B(2) of the Hindu Marriage Act, 1955 upon the terms contained in the present Agreement. It is agreed between the parties that the petition under Section 13B (1) of the Hindu Marriage Act, 1955 shall be filed within seven working days of the signing and execution of the present Agreement before the Ld. Principal Judge, Family Courts, North-East District, Karkardooma Courts, Delhi.

2. The Parties further undertake that subject to fulfillment of the terms of the present Settlement Agreement, the Parties shall file the Second Motion Petition under Section 13 B (2) of the Hindu Marriage Act, 1955 within a period of 14



working days upon the expiry of the statutory period of limitation of six months from the date passing of the First Motion Petition under Section 13 B (1) of the Hindu Marriage Act, 1955 by the Ld. Principal Judge. Both the Parties undertake that they shall not withdraw their consent to proceed with the filing of the Second Motion Petition and seeking divorce by way of mutual consent subject to the fulfillment of the terms of the present Settlement Agreement. However, it is also agreed between the Parties that they shall endeavor to present the Second Motion Petition under Section 13 B (2) of the Hindu Marriage Act, 1955 earlier, by preferring an application for waiver of statutory limitation period before the Ld. Principal Judge, Family Courts, North-East District, Karkardoma Courts, Delhi.

That the Second Party has agreed to pay a total sum of Rs.11,00,000/- (Rupees Eleven Lakhs Only) (herein referred to as the “settlement amount”) to the First Party towards full and final settlement of all her claims including but not limited to stridhan articles/jewelleries; maintenance, past, present and future; permanent alimony; marriage expenses, etc. It is however, also agreed between the Parties that the Second Party shall, apart from paying the settlement amount, return stridhan articles/jewellery as per the list annexed hereto as SCHEDULE I.

4. The said settlement amount shall be paid to the First Party by the Second Party in the following manner:-

A. It has been agreed between the parties that the Second Party shall pay a sum of Rs.3,50,000/- (Rupees Three Lakhs Fifty Thousand Only) at the time of recording of the statement of the parties before the Ld. Principal Judge, Family Courts in the First Motion Petition under Section 13 B (1) of the Hindu Marriage Act, 1955 by way of Demand Draft.

B. It has been agreed between the parties that the Second Party shall pay a sum of Rs.3,50,000/- (Rupees



Three Lakhs Fifty Thousand Only) at the time of recording of the statement of the parties before the Ld. Principal Judge, Family Coors in me second Motion Petition under Section 13B(2) of the Hindu Marriage Act, by way of Demand Draft.

C. It has been agreed between the parties that the Second Party shall pay the remaining sum of Rs. 4,00,000/- (Rupees Four Lakhs Only) at the time of hearing of Petition under Section 482 of the Code of Criminal Procedure, 1973 before the Hon'ble High Court of Delhi by way of Demand Draft for quashing the criminal proceeding bearing Crl. Case No 2083/2021 emanating from FIR No. 609/2020 dated 25.10.2020 under Sections 498A, 406, 34 of the Indian Penal Code, 1860 and Section 3 and 4 of the Dowry Prohibition Act, 1961 registered at PS Bhajanpura, Delhi against the Second Party and his family pending adjudication before the Court of Ld. Metropolitan Magistrate (Mahila Court), North-East District, Karkardooma Courts, Delhi.

5. It has been agreed between the Parties that they shall withdraw litigations initiated at their behest and pending before various Courts at Karkardooma Courts, Delhi as Stated herein above, on the date already fixed in said litigations. However, it is also agreed that the Parties shall be at liberty to move early hearing applications before the concerned Courts and withdraw their litigations accordingly.

6. That pursuant to the receipt of the settlement amount and return of stridhan articles/jewelries in terms of SCHEDULE I, all the claims of the First Party qua the Second Party and his family members/relatives shall stand satisfied and extinguished.

7. That it is also agreed between the parties that pursuant to the signing of the present Settlement Agreement, the Parties



shall be collectively responsible for making all arrangements relating to the return of stridhan articles/jewelleries as per SCHEDULE I to the First Party and the Second Party / his family members or relatives shall not make any objection in respect thereof.

8. That the Parties shall cooperate and sign all necessary documents for the purposes of obtaining divorce by mutual consent and render all assistance for the expeditious disposal of the same and shall undertake to appear before the Ld. Principal Judge, Family Courts, Karkardooma Courts, Delhi for recording of their statements for the purposes of obtaining divorce by mutual consent in terms of the present Settlement Agreement. It is agreed between the Parties that they shall not withdraw their consent for recording of statement under Section 13 B (1) and 13 B (2) of the Hindu Marriage Act, 1955.

9. That pursuant to engrossing their signatures on the present Settlement Agreement and fulfillment of all the terms of the present Settlement, the First Party and the Second Party shall not interfere in the lives of each other in any manner including personal, oral, written, electronic or telephonic contact and also will not make any allegation against each other and/or their respective family members.

10. That the Parties agree and undertake that subject to the fulfillment of the terms of the present Settlement Agreement, they shall have no claim or right qua any immovable or movable properties of the other party or against the family members of the other party whether self-acquired, HUF or ancestral under any circumstances, now or in future.

That the present Settlement Deed is effective and enforceable from the date of its execution and shall remain effective and binding upon the parties hereto.”



7. Demand Draft of Rupees Four Lakh Only dated 27.05.2024 bearing No. 137590 drawn from Canara Bank in the name of Poonam Sharma has been handed over to the respondent No.2 in the court.
8. 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.
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 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 609/2020 dated 25.10.2020 registered under Section 498A/406/34 IPC and Section 3/4 of DP Act at PS Bhajanpura, Delhi 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 609/2020 dated 25.10.2020 registered under Section 498A/406/34 IPC and Section 3/4 of DP Act at PS Bhajanpura, Delhi 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

JULY 11, 2024/AR..