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

+ **CRL.M.C. 5296/2024**

SATISH KUMAR & ORS.

.....Petitioners

Through: Mr. Satender Singh, Mr. Deepak
Jangara, Mr. Rohit Kumar, Advs.

versus

STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Digam Singh Dagar, APP and SI
Jaiveer Kumar, PS Palam Village.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

09.08.2024

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CRL.M.A. 23737/2024

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

CRL.M.A. 23736/2024

3. The present application has been filed under Section 482 Cr.P.C. on behalf of the petitioner for modification and clarification of order dated 12.07.2024 passed by this Court.
4. Learned counsel for the petitioner submits that inadvertently the FIR was mentioned as 413/2017 instead of 413/2018. Learned counsel also submits that there is a typographical error in paragraph No.9 of the order. Learned counsel submits that though paragraph No.2 of the order rightly captures that no child was born out of the said wedlock and the



marriage was conducted as per Hindu Rites and Ceremonies. However, in paragraph NO. 9 it has been recorded that the marriage has been dissolved as per Muslim Rites and the settlement agreement shall not affect the right, title, or interest of the child born out of wedlock in any manner.

5. I consider that these are typographical errors. Hence the following modification be carried out and the order be read as under:

“1. The Present petition has been filed under section 482 Cr.P.C for quashing of FIR No. 413/2018 dated 04.11.2018 registered under Section 498A/406/34 IPC at PS Palam Village, South-West District, New 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 02.07.2017 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/Memorandum of Understanding dated 27.02.2024.

4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 01.05.2024 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 No. 413/2017 dated 04.11.2018 registered under Section 498A/406/34 IPC at PS Palam Village, South-West District, New Delhi and all the other proceedings emanating therefrom.

6. I have gone through the settlement agreement/Memorandum of Understanding dated 27.02.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. This agreement shall be fully binding on the parties immediately upon it being signed by both parties.

2. That the parties hereby agree that they cannot adjust with each other as their marriage has broken down irretrievably and it is now not possible to live as husband and wife any more. The parties have now decided to dissolve the marriage legally through a decree of divorce on mutual consent.

3. That it has been agreed between the parties that they will move appropriate Petition U/s 13B (1) of the Hindu Marriage Act, 1955 seeking dissolution of their marriage on or before the 10th day of March 2024 and the Parties hereby further agree and assure each other of their full cooperation for this purpose.

4. That it has been specifically agreed between the Parties that they shall be present at any given place on the specified date either personally or through their duly authorised attorney or a family member duly authorised through a special power attorney in order to dissolve this marriage and to quash the proceedings initiated upon the FIR No. 413/2017 registered with PS Palam, New Delhi.

5. That it has been agreed between the parties that the second motion petition U/s 13B (2) of the Hindu Marriage



Act, 1955 shall be moved immediately after the expiry of the six months or as per the latest revised period as per the Supreme Court judgment as allowed the Ld. Court of Principal Judge Family Court before the expiry of the Period of six months after the first motion.

6. That the Second party has agreed to pay a sum of rupees 2,00,000/- (Rupees Two Lacs only) to the party on the First Part against all her & Baby Charu's claims (Past, Present and Future) towards her maintenance and the First Party shall not claim any further maintenance/Istridhan and accordingly she has agreed to accept the said amount towards all her said claims, maintenance or alimony etc. qua the Party on the Second part.

7. That the First Party agreed that she will not claim for any maintenance for her and the minor child Ms. CHARU and she also undertakes not to revive her case filed earlier before the Ld. Principal Judge, Family Court, Dwarka Court, New Delhi which was dismissed in default and shall also not file any other claim in future against the Second Party.

8. That the First Party agreed to cooperate with the Second Party and the other accused in order to quash the FIR bearing no. 413/2017 registered under section 498A/406/34 IPC with PS Palam Village, New Delhi and shall give my consent for quashing of the FIR before I Hon'ble Delhi High Court.

9. That it is settled between the parties that the amount of rupees 2,00,000/- (Rupees Two Lacs only) as mentioned in the above- mentioned point 6 shall be paid by the Second party to the First Party through Demand Draft/ Cash in the following manner and on the payment of the said amount all her claims shall stand satisfied.

a) Rupees Rs. 66,666/- (Rupees Sixty-Six thousand Six Hundred Sixty- six only) at the time of recording of the statement of the Parties in First motion Petition 13B



(1) before the Court of Competent jurisdiction.

b) Rupees Rs. 66,666/- (Rupees Sixty-Six thousand Six Hundred Sixty- six only) at the time of Recording of the statement of the Parties in the second motion Petition 13B (2) before the Court of Competent jurisdiction.

c) Rupees Rs. 66,666/- (Rupees Sixty-Six thousand Six Hundred Sixty- six only) at the time of quashing of FIR bearing no. 413/2017 registered under section 498A/406/34 IPC with PS Palam Village, New Delhi against Second Party i.e. Satish Kumar, Amar Lal (Father-in-Law), Smt. Mamta (Sister-in-Law)

10. That the Parties have also assured that they, either individually or through their relative or friends have not instituted any complaint or FIR against the other Parties or his/her relative and further shall not institute any case, suit, claim Petition and/or any other complaint / FIR against each other or any of their family members in any Court of Law, any authority, police station, or any other department. It has been further agreed that in a Case/ complaint/FIR is found pending in any court or authority, the same can be withdrawn immediately after filing of the Petition for Second Motion by the respective Party who shall not proceed further with the same. Provided that this provision shall not apply to either of the Party in the event any Party does something or indulges in something which is morally, ethically or legally not acceptable or harmful to the mind, body or soul of other parties or his/her family or relative or friends.

11. It is settled between the parties that the custody of the girl child namely Charu shall continue to remain with the First Party i.e. WIFE/ MOTHER of the girl child and there shall be no visiting rights or pending claim to the second party with the girl child.

12. That both parties are free and can do their marriage anywhere they like in future.



13. That the above compromise has been arrived at between the parties with their free will, without any force, fraud, coercion or undue influence exerted by one on the other.

14. That the Party also undertake not to lodge/raise any claim against each other in respect of a property or assets that may be acquired or already acquired by him.

15. That the Party also undertakes not to stalk and interfere in each other's life in future and they never contact each other by any means i.e. Telephone, Massages, WhatsApp, or any other social networking sites and also through relatives or friends etc.

16. That both parties shall pay the attorney/legal fee, Defences and other Professional costs of their respective counsels. That the party acknowledge that compliance with the aforesaid provision of this MOU is mandatory in nature and no exception either intentional or inadvertent will be allowed or condoned in respect of the compliance of the said Provision in its entirety.

17. That if any provision of this MOU is held invalid or unenforceable all the other Provisions shall nevertheless continue in full force and effect.

18. That no modification of this MOU shall bind either Party unless reduced to writing and subscribed by both Parties on the order passed by a Court.

That the Parties undertake to abide by the terms of the present settlement.”

7. Petitioner has handed over Demand Draft bearing No. 551043 dated 24.05.2024 in the name of Nisha Bansal drawn from State Bank of India for a sum of Rupees Sixty Six Thousand Six Hundred and Sixty Six Only to 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 law, she has no objection if FIR No. 413/2018 dated 04.11.2018 registered under Section 498A/406/34 IPC at PS Palam Village, South-West District, New 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 No. 413/2018 dated 04.11.2018 registered under Section 498A/406/34 IPC at PS Palam Village, South-



West District, New Delhi and all the other proceedings emanating therefrom are quashed.

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

6. The present application stands disposed of.

DINESH KUMAR SHARMA, J

AUGUST 9, 2024/AR/HT..