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

+ **CRL.M.C. 5352/2024**

HARDESH KUMAR SHARMA

.....Petitioner

Through: Mr.Satyendra Kumar and Ms.Sunita
Bhardwaj, Advts. with petitioner in
person

versus

THE STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Ms.Manjeet Arya, APP for State.
SI P.Buno, PS Madhu Vihar
Respondent no.2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

16.12.2024

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1. The present petition has been filed for quashing FIR no.0598 dated 24.11.2022 registered under Section 498A/506 (ii) IPC at PS Madhu Vihar and all the proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 30.11.2007 in accordance with the Hindu Rites and Ceremonies. 3 children were born out of the said wedlock and are in the care and custody of Petitioner no 1. However, on account of temperamental differences and mental incompatibility, the parties started living separately since the year 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 and the same was recorded vide settlement agreement dated 02.04.2024. As per the settlement deed, the parties have settled all the disputes without any monetary consideration.
4. It is submitted that pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted.
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. 0322 dated 18.05.2016 registered under Section 498A/406/34 IPC at PS Gokul Puri and all the proceedings emanating therefrom.
6. The parties have settled the matter vide settlement/MOU dated 02.04.2024 on the following terms and conditions:

i. It has been agreed between the parties hereto that the first party/husband shall have the permanent custody of all the three children and the second party/wife shall have no visitation rights to meet the children.

ii. It has been agreed between the parties hereto that the first party/husband shall not pay any amount for maintenance or permanent alimony to the second party/wife.

iii. It has been agreed between the parties hereto that both the parties will file petition for dissolution of marriage by mutual consent within 1 week of signing of this settlement/memorandum of understanding i.e. 13(B)(1) HMA.

That the second party/wife shall withdraw the petition for



dissolution of marriage U/s 13(1)(i-a) of Hindu Marriage Act, 1955 titled as "Surbhi Vs. Haradesh Kumar Sharma" bearing HMA No. 1231/2019 filed by the second party/wife against the first party/husband pending before the Hon'ble Court of Sh Prem Kumar Barthwal, Principle Judge, Family Court, Shahdara

District, Karkardooma Courts, Delhi after filing of the first motion petition for dissolution of marriage by mutual consent i.e. 13(B)(1) HMA.

v. It has been agreed between the parties hereto that both the parties shall approach the Hon'ble Delhi High Court for quashing of the FIR No. 598/2022 dated 24.11.2022 registered U/s 498A/506 IPC at P.S. Madhu Vihar on the ground that the disputes between both the parties have been amicably settled without any force or coercion after filing of the first motion petition for dissolution of marriage by mutual consent i.e. 13(B)(1) HMA.

vi. It has been agreed between the parties hereto that both the parties shall file the second motion petition for dissolution of marriage by mutual consent i.e. 13(B)(2) HMA immediately after passing of the judgment on the petition U/s 13(B)(1) HMA by the concerned Family Court.

4. That it has been agreed between the parties hereto that they shall make appropriate statements before the concerned courts and shall co-operate with each other in all the legal proceedings.

5. That the first party hereto shall bear the cost of the above mentioned litigation.

6. That by signing this agreement the parties hereto state that they have no further claims or demands against each other with respect to the abovementioned cases and all the disputes and differences in this regard have been amicably settled by the parties hereto and they shall not initiate any litigation against each other, subject to fulfillment of terms



of this settlement.

That the parties hereto shall be bound by the terms and conditions as mentioned”

7. A Joint statement of the parties has been recorded separately stating the settlement agreement arrived between the parties shall not affect the rights of the children and the children are at liberty to claim their lawful entitlements, including but not limited to maintenance, education, and inheritance rights, irrespective of any compromise or settlement reached between the parties. Such rights of the children remain unfettered.
8. 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 by a decree of divorce by mutual consent, she has no objection if FIR no.0598 dated 24.11.2022 registered under Section 498A/506 (ii) IPC at PS Madhu Vihar and all the proceedings emanating therefrom.
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) 5 SCC 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.
14. In view of the above, FIR no.0598 dated 24.11.2022 registered under Section 498A/506 (ii) IPC at PS Madhu Vihar and all the other proceedings emanating therefrom are quashed.
15. The present petition along with all the pending applications, if any, stands disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 16, 2024/ Rb/ht