



\$~20

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

+ **CRL.M.C. 5385/2024, CRL.M.A. 20625/2024**

KAILASH AND ORS

.....Petitioners

Through: Ms. Surjit Kaur Bhatti, Advs. with
petitioners

versus

STATE NCT OF DELHI AND ANR.

.....Respondents

Through: Mr. Digam Singh Dagar, APP for the
State with SI Lalit Kumr, PS
Bindapur
Ms. Avinash Kaur, Adv for
Respondent No.2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

08.08.2024

%

1. The present petition has been filed under section 482 Cr. PC seeking quashing of FIR No.125/2021 registered at Binda Pur, Delhi under Sections 498A/406/34 IPC.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 18.04.2017 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 vide agreement dated 12.12.2023 at Mediation Centre, Dwarka Courts.

4. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs.65,000/- as full and final settlement of the entire dispute to respondent no. 2/complainant.
5. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 28.03.2024 before the learned Principal Judge, Family Courts (HQs), South West, Dwarka Courts, Delhi.
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.125/2021 registered at Binda Pur, Delhi under Sections 498A/406/34 IPC and all the other proceedings emanating therefrom.
7. I have gone through the settlement dated 12.12.2023 at Mediation Centre, Dwarka Courts which has been placed on record. The settlement agreement provides for the following terms and conditions:

a) The complainant/wife and the respondent/husband shall seek divorce by mutual consent.

b) The respondent/husband shall pay a sum of Rs. 65,000/- (Rupees sixty five thousand only) only) to the complainant/wife towards full and final settlement of all her claims regarding permanent alimony, stridhan and maintenance (past, present and future) in three installments as under :-

(i) First installment of Rs.25,000/- (Rupees twenty five thousand only) shall be paid by the respondent/husband to the complainant/wife by way of cash/DD at the time of



recording of their joint statement in the first motion petition u/s.13-B(1) of HMA, which shall be jointly filed by them within on or before 07.01.2024.

ii) Second installment of Rs.25,000/- (Rupees twenty five thousand only) shall be paid by the respondent/husband to the complainant/wife by way of cash/DD at the time of recording the statement in second motion petition. Both the parties shall move second motion petition for divorce u/s 13 B (2) of HMA, within the statutory period or any time sooner as per law.

III) The respondents Sh. Kailash, Smt. Rajmati arid Sh. Ram Niwas shall move appropriate petition for quashing of FIR No.125/2021 u/s 498A/406/34 IPC PS Binda Pur titled as State Vs. Kailash & Ors. before the Hon'ble High Court of Delhi which shall be filed within one month of allowing the second motion petition. The complainant shall appear before the Hon'ble High Court of Delhi and cooperate in the said proceedings including signing of affidavit/NOC. Respondents shall pay the balance amount of Rs.15,000/- (Rs. Fifteen thousand only) to the complainant at the time of recording the statement of complainant before Hon'ble High Court for quashing of the said FIR.

c) In case the respondent/husband does not turn up for the second motion, the amount already paid by the respondent/husband during first motion shall be forfeited by the complainant/wife.

In case the complainant/wife does not turn up for the second motion she shall be liable to return the double amount received by her from the respondent/husband during first motion.

6. The complainant/wife shall withdraw the connected case within fifteen days after recording of the statement in second motion petition.

7. It is further agreed between the complainant/wife and the



respondents that they would not file any case in future against each other and/or their respective family members in connection with this marriage. Both the parties will not be left with any grievance against each other as well as their respective families. Both parties shall not contact the either of the family members, relatives, friends, acquaintance nor shall make any defamatory remarks against each other,

8. Both the parties shall make appropriate statements before the concerned court and shall cooperate with each other in all the legal proceedings, so as to give effect to this settlement.

9. In case any party does not abide by the terms and conditions of this settlement, the other party shall be at liberty to take appropriate action as per law.

10. The parties shall be bound by the terms and conditions as mentioned above.

11. Both the parties shall bear their respective cost of litigation.

12. By signing this settlement, both the parties state that they have no further dispute against each other in respect of the present case and the above mentioned connected cases and all the disputes and differences in this regard have been amicably settled by them during the mediation

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. Respondent No 2 submits that she has received the entire amount as per the settlement. Respondent No. 2 submits that since the marriage between the parties has also been dissolved, she has no objection if FIR No.125/2021 registered at Binda Pur, Delhi under Sections 498A/406/34 IPC 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.125/2021 registered at Binda Pur, Delhi under Sections 498A/406/34 IPC 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

AUGUST 8, 2024/Pallavi/KR