



\$~113

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

+ CRL.M.C. 5533/2024, CRL.M.A. 21112/2024

SATISH AND ORS

.....Petitioners

Through: Mr. Amit Madaan and Mr. Nimit Malik, Advs.

versus

STATE NCT OF DELHI AND ORS

.....Respondents

Through: Mr. Digam Singh Dagar, APP for the State

Mr. Kiran Singh, Adv. for R-2/complainant with R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

22.07.2024

%

1. The present petition has been filed under Section 482 Cr. PC seeking quashing of FIR No. 0247/2022 registered at PS Prem Nagar under Sections 406/498A/34 IPC and all other proceedings emanating from it.
2. The marriage between the petitioners and respondents was solemnized on 19.12.2020 at Delhi as per Hindu Rites and ceremonies. No child was born from 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 01.05.2023 at Counselling Cell, Family Courts, North/West, Rohini, Delhi.

4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 04.11.2023 by the Family Court Judge, Rohini Court, Delhi.
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. 0247/2022 registered at PS Prem Nagar under Sections 406/498A/34 IPC and all the other proceedings emanating therefrom.
6. I have gone through the settlement agreement dated 01.05.2023 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. The parties have agreed to dissolve their marriage by mutual consent in accordance with the law, as provided under Section 13(B) of the Hindu Marriage Act.

2.It is agreed between the parties that husband shall pay to the wife a sum of Rs. 3,30,000/- (Three lakh three thousand only) as full & final settlement (against istridhan and dowry, maintenance towards past, present and future qua this marriage in 3 installments by way of DD/Pay order.

3. It is further agreed between the parties that the husband will pay of Rs. 1,10,000/- (Rupees One Lakh ten thousand) to the wife at the time of recording of the statement of first motion by way of DD/Pay Order..

4. It is further agreed between the parties that husband will pay a sum of Rs. 1,10,000/- (Rupees One Lakh ten thousand only) to the wife at the time of recording of the statement of second motion by way of DD/ Pay order.



5. *It is further agreed between the parties that husband shall pay Rs. 1,10,000/- to the wife at the time of quashing of FIR No. 24722 U/s 498A/406/34 P.S. Prem Nagar, in Hon'ble High Court of Delhi within 2 months after second motion and wife/petitioner shall cooperate and sign all the necessary affidavit & do the needful in quashing of the said FIR within two month after the order of second motion petition.*
6. *It is further agreed between the parties that the first motion petition shall be filed on or before 9.6.2023 and second motion petition shall be filed soon after the completion of statutory period of the order u/s 13 B (1) of HMA.*
7. *There is are NA child/ children, namely N/A D.O.B. N/A from this wedlock, who is/are living with the N/A. It is agreed among the parties that the custody will be with N/A. The N/A will/ will not have the visitation right.*
8. *It is further agreed between the parties that both party will withdraw the case which is pending in the court of Ms. Rajrani Ld. Judge, NW. Rohini, U/s 12 of DV Act, which is pending in s. Preeti Rajoria, Ld. M.M. District Court, Rohini, and U/s 9 of HMA which is pending in District court.*
9. *It is further agreed between the parties that they will withdraw any other complaint/ case filed by/ against either of the parties in any other court in Delhi/ India. Parties will withdraw cases after first motion..”*
7. As per the full and final settlement, today's an amount of Rs. 1,10,000/- in the form of three Demand Draft was handed over to the respondent No.2 in the name of Nisha Kumari, drawn on Canara Bank dated 08.06.2024 bearing DD No.049361.
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. And since the marriage between the parties has also been dissolved as order dated 04.11.2023 by the Decree Sheet of Divorce by mutual consent in the Court of Family Court, North West, Rohini, Delhi, she has no objection if FIR No. 0247/2022 registered at PS Prem Nagar under Sections 406/498A/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. 0247/2022 registered at PS Prem Nagar under Sections 406/498A/34 IPC and all the other proceedings emanating therefrom are quashed.
12. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

JULY 22, 2024
Pallavi