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

+ **CRL.M.C. 5552/2024, CRL.M.As. 21176-77/2024**

RAHUL SHRIWASTVA AND ORS

.....Petitioners

Through: Mr.V. K. Srivastava, Adv. with
Petitioners

versus

THE STATE OF NCT OF DELHI AND ANRRespondents

Through: Mr. Digam Singh Dagar, APP for the
State with SI Sandeep Kumar, PS
Bindapur.
Ms. Kumud and Ms. Ritu Tripathi,
Advts. for R-2 with R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

22.07.2024

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1. The present petition has been filed under Section 482 Cr. PC seeking quashing of FIR No. 0729/2021 registered at PS Bindapur under Sections 406/498A/34 IPC and all other proceedings emanating from it.
2. The marriage between the petitioners and respondents was solemnized on 18.05.2017 at New Delhi as per Hindu Rites and ceremonies. One son namely Master Dev Shrivastava was born from the said wedlock on 21.05.2018. 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/Compromise Deed dated 29.03.2022.

4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 05.01.2023 by the Court of Principal Judge, Family Court, Dwarka Courts, New 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. 0729/2021 registered at PS Bindapur under Sections 406/498A/34 IPC and all the other proceedings emanating therefrom.
6. I have gone through the settlement deed dated 01.02.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. That both parties to the present settlement deed are executing this deed of settlement after understanding the contents of the same in vernacular and has signed the same without any pressure, threat or coercion from any corner.

2. That both the parties to settlement undertake that they shall not file or deed initiate any civil, criminal case against each other in respect of anything in any manner whatsoever.

3. That the parties to the settlement deed undertake that they have exchanged all their articles with each other and nothing is pending or left against/with each other.

4. That it has been decided between both the parties that permanent custody of the child namely Master Dev Shrivastav shall remain with the First party and the Second party shall have visitation rights towards him on every last Sunday of each month



as per mutually decided public place by both the parties, where both the parties shall remain present.

5. That the Second party has already handed-over all the articles, jewellery, clothes, cash etc. towards all the claims, istridhan, permanent alimony, dowry articles (including past, present and future) of the first party and the first party undertakes that she would not raise any other claim or maintenance from the second party and she has agreed that she has settled all her claims (including past, present and future) with the second party.

6. That the Second Party as full and final settlement pay a Party as full and final total sum of Rs.3,00,000/- (REs. Three Lacs) to the First party and the First Party after receiving the same shall be left with no claim towards the Second party.

7. That out of Rs. 3,00,000/- (Rs. Three Lacs), the Second party undertakes to pay a sum of Rs.1,00,000/- (Rupees One Lac) to the First party at the time of singing of this present settlement agreement, petition for First Motion under section 13-B (1) of HMA and petition for quashing. of FIR bearing no. 729 U/s. 498A/406/34 IPC at P.S. Binda Pur, District Dwarka.

8. That from the remaining Rs. 2,00,000/- (Rs. Two Lacs), a sum of Rs. 50,000/- (Rs. Fifth Thousand Only) to be paid by the Second Party to the First Party at the time of recording of statement in the First Motion petition and Rs. 50,000/- (Rs. Fifty Thousand Only) at the time of hearing before the Hon'ble High Court in the petition for quashing of the abovementioned FIR.

9. That further the last balance amount of Rs. 1,00,000/- (Rs. One Lac) shall be paid by the second party to the First party at the time of singing of the petition for Second Motion under section 13-B (2) of HMA.

10. That the First party also undertakes to CO- operate with the Second Party in the court proceedings and not to create any dispute hindrance in the same.

11. That it is mutually decided between both the parties that none



of the parties shall back-out from the settlement or raise any objection and co-operate with each other in the divorce as well as quashing of FIR proceedings as and when required.

12. That this deed of settlement can be used as piece of evidence by both the parties.”

7. 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.
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 and received full and final settled amount as per settlement agreement. And since the marriage between the parties has also been dissolved as per Hindu Rites and ceremonies, she has no objection if FIR No. 0729/2021 registered at PS Bindapur under Sections 406/498A/34 IPC and all the other proceedings emanating therefrom are quashed.



9. Both the parties submits that this mutual settlement deed dated 01.02.2024 arrived between them shall not bind the legal rights, title, and interest of the children namely Master Dev Srivastava and Master Dev Srivastava, both of whom shall be at liberty to pursue their legal rights in accordance with law.
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. 0729/2021 registered at PS Bindapur under Sections 406/498A/34 IPC 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