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

+ CRL.M.C. 5588/2024

OM PRAKASH

.....Petitioner

Through: Mr. Gautam Pal, Adv. with petitioner.
versus

THE STATE GOVT. OF NCT OF DELHI & ANR.Respondents

Through: Mr. Satish Kumar, APP for the State
with Inspector Naveen Kumar, PS
Samaypur Badli.
Mr. Lalit Kumar Sharma, Adv. for R-
2 along with R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

% **23.07.2024**

CRL.M.A. 21331/2024 (exemption)

Exemption is allowed subject to all just exceptions.

Application stands disposed of.

CRL.M.C. 5588/2024

1. The present petition has been filed seeking quashing in case FIR No.780/2019 registered at PS Samaypur Badli, under Sections 354/354A of IPC.
2. The perusal of the FIR indicates that the FIR was lodged on the complaint of respondent No.2. The petitioner is the father-in-law of the complainant. The complainant has alleged that the petitioner had made an attempt to establish a physical relationship with her. The complainant further alleged that she told the mother-in-law and husband but they pressured her not to insist on lodging the complaint.



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 04.07.2023 on the following terms and conditions;

(i) It has been settled between both the parties that Sh. Manoj (Husband) and second party would dissolve their marriage by filing petition of divorce by mutual consent in accordance with law, as provided under section 13 (B) (1&2) of the Hindu marriage Act.

(ii) It is agreed between the parties that the First party shall pay to the Second Party a sum of Rs. 8,00,000/- (RUPEES EIGHT LAKH ONLY) as full and final settlement against Streedhan, dowry, Jewellery, Permanent Alimony, maintenance, towards past, present and future qua this marriage) in three instalments by way of DD/Pay order. it is further agreed between the parties that the first motion petition of mutual consent divorce shall be filed within one month from the date of signing this MOU. The second motion petition shall be filed soon after the completion of the statutory period of the order under section 13 (B) (1) of HMA with liberty to file application for waiving the statutory time.

iii) It is further agreed between the parties that out of the settled amount the First Party will pay Rs. 2,50,000/- (Rs. Two Lakh Fifty Thousand Only) to the Second Party at the time of recording the statement of first motion of mutual consent divorce by way of DD/Pay order.

iv) It is further agreed between the parties that the First Party will pay Rs.2,50,000/- to the Second Party at the time of recording of the statement of second motion petition of mutual consent divorce by way of DD/pay order.

(v) It is further agreed between the parties that the First Party shall pay balance amount of Rs. 3,00,000/- (Three Lakhs Only) to the Second Party at the time of quashing of FIR No.



780/2019, U/S 354, 354A IPC., Police Station Samaypur Badli, District Rohini, Delhi Which is pending before the Hon'ble Court of Ms. Nidhi Chitkara: North Distt: Rohini Courts: Delhi. It has been further agreed between the parties that the Second party shall cooperate for quashing the above mentioned FIR against the father in law lodged by the Second party against the father-in-law namely Omprakash. First party namely Omprakash shall file the petition for quashing of the above said FIR before the Hon'ble High Court of Delhi within a period of one month from the date of recording the statement before the Hon'ble Court in the second motion petition. The second party undertakes to co-operate in all manner with each other and their family members for quashing the above said FIR.

(vi) It has been agreed between the parties that the Second Party shall hand over the permanent custody of minor child namely Master Moksh @ Mayank aged 9 years to the first party for all legal purposes at the time of recording/signing of the first motion petition of mutual consent divorce in the court along with his all medical Documents, school books, uniform and other school related articles. It has also settled between the parties that the Second party shall not claim custody of the said child from the first party at any stage in future and first party (Father-Manoj) shall be the guardian of the child for all intent and purposes in future. It is also settled between the parties that second party shall have C visitation right only for once in a month i.e., Last Sunday for 2 hours from 12:00 Noon to 02:00 P.M. where the first party (Manoj) shall bring the child and handing over at Tis Hazari Metro Station, Delhi and the second party shall have right to meet the son and it is further agreed that second party shall not take the child to her house and shall hand over the child to first party at the same place i.e. Metro Station Tis Hazari Court Delhi. In case the meeting does not take place as per the above mentioned time due to any unavoidable circumstances then the meeting shall take place on next Sunday or as per the time suitable for the second party However, visitation right for the next month shall remain unchanged. In case the first party fails to bring the child then



the first party shall be liable for contempt of court. If the second party fails to meet the child then the visitation right for the said month will be over. It is further agreed between both the parties that they will coordinate a day before the visitation right.

It is further agreed between the parties that they will withdraw the cases (except the FIR bearing no.780/2019) mentioned as under after the 1st motion of mutual consent divorce petition by moving appropriate application before the Court Concerned. The details are as follows:-

(a) XXXXX Vs Manoj Complaint case No. 5326 of 2019 U/s 12 D.V. Act which is pending before the Hon'ble Court of Ms. Shruti Sharma: Ld. MM: Mahila Courts: Shahdara Distt: karkrdooma Courts: Delhi, and the next date of hearing is 22.08.2023

(b) Manoj Vs XXXXX H.M.A. No. 1850 of 2019 U/s 13 (i)(a) which has already been dismissed in default.

(c) Manoj Vs XXXXXG & W Act No. 67 of 2019 which is pending before the Hon'ble Court of Sh.Devender Kumar: Ld. Judge Family Courts: Shahdara Distt: karkrdooma Courts: Delhi and the next date of hearing is 04.07.2023.

d) State Vs Omparkash Fir No. 780/2019, Cr case No.229/2020 U/s 354, 354A IPC, PS Samaypur Badli, District Rohini, Delhi which is pending before the Hon'ble Court of Ms. Nidhi Chitkara: Ld. MM: Mahila Courts: North Distt: Rohini Courts: Delhi and the next date of hearing is 14.09.2023. It is made clear the above said FIR shall be get quashed within one month from the date of recording the statement before the Hon'ble Court in the IInd motion Petition.

(viii)All the matters emanating from the marriage civil or criminal are settled and neither the parties nor their relatives shall makes any claim or file any case(s) against each other at any time in future in any court of law/police station etc.

ix)It is further agreed between the parties that either of the



parties commit breach or default of this mutually agreed settlement after the recording of first motion, i.e., if the First Party backs out then the amount given in the First Motion petition shall stands forfeited by the Second Party and if the Second Party backs out, the amount taken at the time of first motion petition shall be returned to First party with 2% interest per month. It is further understood by the parties that for breach of the undertaking given to the concerned court of wilful/deliberate violation of a consent order/decreed, the defaulting party will be liable to be punished for contempt of court.

(x) It is further agreed between the parties that they shall remain bound with aforesaid terms and conditions as mentioned in the settlement. The above said settlement is arrived at between the parties voluntarily, out of their own free will and consent and without there being any undue pressure, force, coercion, influence misrepresentation or mistake and the parties have agreed that the settlement/Agreement has been agreed that the settlement/Agreement has been correctly recorded as per agreed terms and conditions.

(2) That with signing of this settlement and after receiving the full and final amount of the above said settlement, all the claims of the Parties arising out of this legal wedlock is being settled and thereafter Second party shall be left with no claim in respect of custody of child, in the movable and immovable property of the first party, her stridhan, dowry articles, past, present and future maintenance, permanent alimony etc. whatsoever it may be against First Party/Husband and/or against his family members.

3. That the parties undertake to withdraw all complaints/cases etc. (if any) being filed by them against each other or against their family members even if the same are not in the knowledge of the other party. All the complaints/cases etc. being filed by the parties or their family members against each other or their family members shall now become operative and shall be treated as null or void.



4. It has been further agreed that from the date of execution of present agreement both the parties shall not interfere in the lives of each other.

5. That after grant of decree of divorce, both the parties shall be at liberty to re-marry with any person of their choice, without any objection or demur from any quarter whatsoever.

6. That both the parties have entered into this agreement with their own free will, consent accord without any fraud, force pressure or coercion from any corner whatever it may be.

7. That both the parties undertake to abide by the terms and conditions of this Agreement.”

4. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs.8,00,000/- (Rupees Eight Lakh) in full and final settlement of the entire dispute to respondent no. 2/complainant. Today as per the MoU, the petitioner handed over a demand draft of the remaining amount of Rs.3,00,000/- bearing No 486034 drawn on Central Bank of India dated 19.07.2024 in the name of Ruby i.e., complainant.
5. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 01.03.2024 passed by Learned Judge Family Court, Karkardooma Courts, Delhi.
6. Furthermore, the Learned Counsel for the petitioner submits that since the parties have resolved all their differences amicably, therefore, it would be in the interest of justice to quash FIR No.780/2019 registered at PS Samaypur Badli, under Sections 354/354A of IPC and all the proceedings emanating therefrom. IO has duly identified 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. It is made clear that the mutual settlement deed arrived between (the petitioner and Complainant/Mother) shall not bind the legal rights, title, and interest of the child namely Master Moksh@Mayank aged 10 years, in any manner. Master Moksh@Mayank shall be at liberty to pursue his legal rights in accordance with the law.
9. 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.
10. In view of the above, FIR No.780/2019 registered at PS Samaypur Badli, under Sections 354/354A IPC and all the other proceedings emanating therefrom are quashed.



11.The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

JULY 23, 2024

Pallavi