



\$~94

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

+ **CRL.M.C. 5799/2024**

JASMEET SINGH BHALLA

.....Petitioner

Through: Mr. Anil Sethi, Mr. Sudhanshu
Madan, Mr. Samarth Rai Sethi, Advs.
with petitioner.

versus

THE STATE NCT DELHI AND ANR

.....Respondents

Through: Ms. Kiran Bairwa, APP for State and
W/SI Damini, PS Vikas Puri.
Mr. Pulkit Jolly, Adv. with R-2.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

30.07.2024

%

CRL.M.A. 22178/2024

1. Exemption allowed, subject to all just exceptions.
2. Application stands disposed of.

CRL.M.C. 5799/2024

3. The present petition has been filed under Section 482 Cr.P.C. seeking quashing of FIR No. 606/2017 under Section 498A/406/34 IPC registered at PS Vikas Puri, New Delhi, and the proceedings emanating therefrom.
4. Learned counsel for the petitioner submits that petitioner and respondent No.2 married on 05.06.2012 as per Hindu (Sikh) rites and ceremonies, which was socially recognized on 21.10.2012, and out of



the said wed-lock one male child namely Rabnoor @ Jasmehar was born on 04.08.2014. 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.

5. Learned Counsel further submits that during the pendency of the proceedings, the parties have resolved their disputes amicably and now the parties are residing together, and in furtherance thereof, they have entered into a settlement agreement/ Memorandum of Understanding dated 30.05.2024 on the following terms and conditions:

“1. That both the parties will reside together and will take care of their Son with love and affection.

2. That both the parties have agreed that both of them would treat the other party with love and affection and would respect each other.

3. Both the parties would also maintain respect for the parents of the each other's.

4. That both the parties have agreed that they would not lodge any false and frivolous case against each other before any Forum or any court of law.

5. That the parties have agreed to withdraw the cases and complaints filed by them against each other. That the second party undertakes to fully cooperate with the first party for getting the FIR No. 606/2017 quashed before the Hon'ble High Court of Delhi.

6. That both the parties have agreed that the first party being Husband and head of the family will take all the responsibilities of family and therefore has agreed to bear all the expenses like Rent of house, gas, water bills, etc, kitchen expenses, school fees, educational expenses and



other miscellaneous expenses soon after both the parties start living together. The Second party being working therefore will also contribute towards the abovementioned expenses but after a period of 6 months or from the date both parties attains complete trust on each other (whichever is earlier). That both parties have undertaken to be responsible in future and that to make all efforts to win back the trust and love of each other.

7. That both the parties have agreed that since at present the first party is studying in Australia and the completion of his course will take another 12-15 months appx therefore the parties are going to live under one roof once the first party returns. Also the first party undertakes that he will be taking responsibilities of his family from the day of signing of the present MOU and till the date he returns to India to live with the second party, he will be paying a sum of Rs 15000/- per month towards expenses of his family.

8. That both the parties shall abide by the terms and conditions of this M.O.U.

9. This M.O.U. has been executed by both the parties out of their free will, without any threat, pressure, coercion, force, fraud, compulsion, allurement, undue influence or misrepresentation from any corner whatsoever while in possession of sound health and disposing mind and both the parties have also read and understood the contents of the above said MOU.”

6. Learned counsel for the parties submits that all other litigations have already been withdrawn.
7. 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. 606/2017 under Section 498A/406/34 IPC registered at PS Vikas Puri, New Delhi and the



proceedings emanating therefrom.

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. She submits that other petitions have already been withdrawn or dismissed. She has no objection if FIR No. 606/2017, registered under Section 498A/406/34 IPC at PS Vikas Puri, New Delhi and the 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. 606/2017 under Section 498A/406/34 IPC registered at PS Vikas Puri, New Delhi 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

JULY 30, 2024/AR..