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

+ **CRL.M.C. 5815/2024**

VIKRAM @ AAHUL & ORS.

.....Petitioners

Through: Mr. Arun Kumar, Adv. with
petitioners.

versus

THE STATE & ANR.

.....Respondents

Through: Ms. Kiran Bairwa, APP for State and
SI Rajat Khajwal, PS Ranhola and R-
2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

30.07.2024

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CRL.M.A. 22217/2024

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

CRL.M.C. 5815/2024

3. The Present petition has been filed under section 482 Cr.P.C for quashing of FIR 691/2014 dated 11.09.2014 registered under Section 498A/406/34 IPC at PS Ranhola, New Delhi and all the other proceedings emanating therefrom.
4. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 28.06.2012 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.

5. 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 21.04.2024.
6. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved vide decree of divorce dated 01.07.2024.
7. 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 691/2014 dated 11.09.2014 registered under Section 498A/406/34 IPC at PS Ranhola, New Delhi and all the other proceedings emanating therefrom.
8. I have gone through the settlement agreement dated 21.04.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. Parties to the referred case i.e., Ms Sujata and Mr. Vikram Rahul married on 28 06 2012 according to hindu rites and ceremonies. From the wedlock of the parties, no child was born. Due to certain temperamental differences, above said litigations was initiated between the parties and parties have been living separately since December, 2012.

2. After due deliberations the parties have amicably and voluntarily dissolved all the matrimonial disputes on terms and conditions.

3. Agreed between the that they can not continue the



marriage and agreed to dissolve their marriage by obtaining a decree of divorce by way of mutual consent/court decree in the concerned family court.

4.It is agreed between the parties that both parties will cooperate with each other for taking divorce by mutual consent without any consideration towards maintenance (present, past and future permanent alimony as consented by the complainant/wife that she will not claim any consideration/maintenance (present, past and future)/ permanent alimony etc. and for dowry articles.

5. It is agreed between the parties that both parties shall file petition for seeking divorce by way of mutual consent as first motion before the competent court of law, in accordance with law within 30 days from today.

6.It is agreed between the parties that both the parties shall file petition seeking divorce by way of mutual consent as second motion before the concerned family court as per law or as per directions of the concerned Family court.

7.That parties shall approach Hon'ble High Court urging for quashing of FIR No. 691/2014. The petition for quashing of said FIR shall be moved by the respondent/ husband within 30 days alter of decree of divorce by mutual consent. The complainant/ wale shall save statement, affidavit NOC and to do all these acts which may be related to be done before concerned Hon'ble High Court for quashing of meat and any subsequent proceeding arising thereto against respondent/accused persons namely Mr Vikram @rahul, Sadhna, Kajal and Shubham.

8.Both the parties mutually agreed that they shall cooperate other in preparation of both the petition mutual divorce, affidavit, etc. and supplying necessary document. It Is further agreed between the parties that after this settlement, both the parties shall be left with no night, title or interest as the movable or immovable properties of each other or their family members and both the parties and the family



members shall not file any case, complaint or litigation against each other in future pertaining to the present marriage and shall cooperate with each other in execution of present settlement.

9.That non compliance of any terms of present settlement, party concerned shall be at liberty to avail available legal remedy.

10.That the parties have gone through the terms herein before recorded and have confirmed and verified the same to be correct and that they are going to sign it without any threat, pressure, coercion or undue influence from, any quarter. Both the sides undertake to abide by the terms & conditions mentioned hereinabove.

12.That contents of the settlement have been read over the explained to the parties in vernacular.”

9. 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.
10. 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. And since the marriage between the parties has also been dissolved, she has no objection if FIR 691/2014 dated 11.09.2014 registered under Section 498A/406/34 IPC at PS Ranhola, New Delhi, and all the other proceedings emanating therefrom are quashed.

11. 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.
12. In view of the above, FIR 691/2014 dated 11.09.2014 registered under Section 498A/406/34 IPC at PS Ranhola, New Delhi, and all the other proceedings emanating therefrom are quashed.
13. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

JULY 30, 2024/AR..