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

+ **CRL.M.C. 5841/2024**

**ISHANT SHARMA AND ORS**

.....Petitioners

Through: Mr. Akshat Sharma, Adv. for P-1 to 5  
with P-1 to 5

versus

**THE STATE NCT OF DELHI AND ANR**

.....Respondents

Through: Mr. Kiran Bairwa, APP for the State  
with SI Abhishek, PS Hari Nagar.  
Mr. Harpreet Puri, Adv. for R-2 with  
Ginny vij

**CORAM:**

**HON'BLE MR. JUSTICE DINESH KUMAR SHARMA**

**ORDER**

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**31.07.2024**

**CRL.M.A. 22331/2024(exemption)**

Exemption is allowed subject to all just exceptions.

**CRL.M.C. 5841/2024**

1. The present petition has been filed under Section 528 of the Bhartiya Nagrik Suraksha Sanhita, 2023 seeking quashing of FIR no. 0362/2022 registered at PS Hari Nagar under Sections 498/406/34 IPC.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 05.02.2018 in accordance with the Hindu Rites and Ceremonies at Delhi 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.



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 MOU/Settlement dated 25.06.2024.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 25.07.2024 in HMA NO. 1383/2024 by the Court of Principal Judge, Family Court, West, Tis Hazari Courts, 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. 0362/2022 registered at PS Hari Nagar under Sections 498/406/34 IPC and all the other proceedings emanating therefrom.
6. I have gone through the MOU/Settlement Deed dated 25.06.2024. which has been placed on record. The settlement agreement provides for the following terms and conditions:

*1. The said parties have mutually agreed to separate and have decided to bring the matrimony to an end by the way of filing for a Divorce Petition under section 13(B)(1) & 13(B)(2) of the Hindu Marriage Act before the competent jurisdiction and the parties shall present the petition for divorce within 1 week of signing of the present MOU. The second motion shall be filed with an application for waiver of the statutory period of 6 months within 1 week of the receipt of the certified copy of the first motion.*

*2. Save as above parties do not hold any joint assets with each other.*

*3. That the parties specifically agree that neither shall make any claim for or be entitled to receive any money and*



*property from the other in the future as alimony, or maintenance after signing of this Memorandum of Understanding.*

*4. That the 2nd Party shall pay an amount of Rs. 13,00,000/- (Rupees Thirteen Lacs Only) to the 1 Party which shall be made in parts which is as follow:*

*i. A sum of Rs. 4,50,000/- (Rupees Four Lacs Fifty Thousand Only) out of which sum of Rs. 2,50,000/- shall be paid through RTGS/NEFT/DD and sum of Rs. 2,00,000/- in cash at the time of recording of the statement of the first motion petition.*

*ii. A sum of Rs. 4,50,000/- (Rupees Four Lacs Fifty Thousand Only) out of which sum of Rs. 2,50,000/- shall be paid through RTGS/NEFT/DD and sum of Rs. 2,00,000/- in cash at the time of recording of the statement of the second motion. petition.*

*iii. A sum of Rs. 4,00,000/- (Rupees Four Lacs Only) shall be paid through Demand Draft before the Hon'ble High Court of Delhi At New Delhi at the time of the quashing of the FIR bearing No. 0362/2022 under section 498A/406/34 IPC registered at PS: Hari Nagar, Delhi*

*5. That it has also been agreed between the parties that if the first party do not put her signatures on either of the motion petition or providing NOC after receiving the part or full amount the second party is at large to initiate appropriate proceedings civil as well as criminal.*

*6. It has also agreed between the parties that both the parties shall withdraw their litigation against each other after obtaining the decree of divorce by the court of law,*

*7. It has also agreed between the parties that the 1 Party shall provide NOC to the 2nd Party for presentation of the Petition under section 482 Cr.P.C. for quashing of the FIR bearing No. 0362/2022 under section 498A/406/34 IPC*



*registered at PS: Hari Nagar, Delhi and also undertake to appear before the Hon'ble High Court of Delhi at New Delhi as and when required.*

*8. It is agreed that the parties or their family member shall have no claim against each other in respect of their marriage.*

*9. It is further agreed between the parties that all required steps will be taken by both the parties to materialize this MOU within the stipulated period.*

*10. This MOU has been arrived at between the parties for a divorce through mutual consent under the provisions of the Hindu Marriage Act, 1955, and in the said proceedings this agreement shall be considered a full and complete settlement of all right between the parties. Further, neither party shall maintain any claim or demand whatsoever against the other for property, suit money, attorney fees and costs.*

*11. Each and every provision hereof shall insure to the benefits of and shall be binding upon the heirs, assigns, personal representative and all successors in the interest of the parties.*

*12. This agreement may be modified, superseded or voided only upon the written agreement of the parties. Further, the physical destruction or loss of this agreement shall not be construed as a modification.*

*13. That the first party and the second party acknowledge that they have had an adequate opportunity to read and study this agreement, to consider it, and to consult with attorneys individually selected by each party, without any form of coercion, duress, or pressure. That the first party and the second party acknowledge that they have examined the agreement before signing it and have been advised by independent legal counsel concerning the right, liability, implication of this documents,*



*14. It is intended that this agreement be valid and enforceable according to the laws of India and the Hindu Marriage act, the governs its interpretation.”*

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) 5SCC 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 been duly identified by the IO. Respondent No. 2 submits that she has entered into the settlement voluntarily without any fear, force, or coercion. Today, a demand draft bearing DD No. 499229 dated 09.07.2024, in the name of Ginny, drawn on Kotak Mahindra Bank for the remaining sum of Rs. 4,00,000/- out of a total of Rs. 13,00,000/-, has been provided as full and final settlement. She submits that since the marriage between the parties has also been dissolved as per Hindu rites, she has no objection if FIR No. 0362/2022 registered at PS Hari Nagar under Sections 498A/406/34 IPC and all other proceedings emanating therefrom are quashed.



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. 0362/2022 registered at PS Hari Nagar under Sections 498/406/34 IPC and all the other proceedings emanating therefrom are quashed.
11. The present petition along with all the pending applications stand disposed of

**DINESH KUMAR SHARMA, J**

**JULY 31, 2024**

*Pallavi*