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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 5979/2024**
TUSHAR SHARMA & ANR.Petitioners

Through: Mr. Vipin Rana, Adv. with petitioners
are in person.

versus

STATE OF NCT OF DELHI & ANR.Respondents

Through: Ms. Kiran Bairwa, APP for the State
with SI Narender Kumar, PS Hari
Nagar.
Respondent No.2 in person.

CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER
05.08.2024

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CRL.M.A. 22841/2024

Exemption is allowed subject to all just exceptions.

CRL.M.C. 5979/2024

1. The present petition has been filed under Section 482 Cr. PC seeking quashing of FIR No.200/2023 dated 15.07.2023 registered at PS Hari Nagar, Delhi under Sections 498A/406/34 IPC.
2. It has been submitted that marriage of petitioner No.1 and respondent No.2 was solemnized in Delhi according to Hindu rites and ceremonies on 12.12.2018 and a girl child, Ms. Lavisha was born out of the wedlock. However, in February, 2023, on account of temperamental differences and mental incompatibility, the FIR



No.200/2023 was registered at PS Hari Nagar, Delhi on 15.07.2023. On 06.12.2023, the chargesheet was filed. However, the parties have settled the matter vide Settlement and Compromise deed dated 20.03.2024 on the following terms and conditions;

2. a) *That the FIRST PARTY will join the company of the SECOND PARTY with immediate effect.*

b) *That the FIRST PARTY undertakes to fulfill her duty as wife/daughter in law towards the SECOND PARTY and his family member.*

c) *That the FIRST PARTY shall withdraw the maintenance case which has been filed by the FIRST PARTY against SECOND PARTY.*

d) *That the SECOND PARTY undertakes not to disturb the peaceful matrimonial life of FIRST PARTY in future at any point of time in any manner, whatsoever.*

e) *That the SECOND PARTY undertakes to maintain the FIRST PARTY and their DAUGHTER namely Ms. LAVISHA.*

f) *That SECOND PARTY undertakes not make any atrocities towards the FIRST PARTY in any manner, whatsoever.*

3. *Whereas both the parties, upon satisfaction of aforementioned terms, shall have no further claims whatsoever against each other from the joining of company of each other d terms of the aforementioned deed are binding of them.*

4. *And whereas this Settlement and Compromise Deed has been executed between the parties with their mutual consent and free will without any pressure, force, coercion or undue influence from any side. The parties have decided to end all their disputes fully and to live peacefully.*

5. *Any complaint by the parties against each other shall*



stand withdrawn, cancelled and revoked finally after signing of this mutual compromise deed.

6. The present Settlement and Compromise Deed is irrevocable and violation of any of the terms of this compromise deed shall be deemed to be violation of the compromise deed.”

3. 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.***
4. 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 and Compromise deed dated 20.03.2024 voluntarily, without any fear, force, or coercion. Since both parties are residing together, Respondent No. 2 has no objection if FIR No. 200/2023, registered on 15.07.2023 at PS Hari Nagar, Delhi under Sections 498A/406/34 IPC, and all the proceedings emanating therefrom, are quashed.
5. 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.

6. In view of the above, FIR No.200/2023 registered on 15.07.2023 at PS Hari Nagar, Delhi under Section 498A/406/34 IPC and all the other proceedings emanating therefrom are quashed.
7. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

AUGUST 5, 2024

Pallavi/NA