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

+ W.P.(CRL) 3063/2022

DEVESH VERMA & ORS.

.....Petitioners

Through: Mr.Saurabh Tanwar, Adv with
petitioners.

versus

STATE NCT OF DELHI & ANR.

.....Respondents

Through: Mr.Rahul Tyagi, ASC for the state
with SI Sumit Kumar, PS Naraina,
Delhi
Mr. Vipin Mishra, Adv. for R-2
R-2 through VC

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

15.10.2024

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1. The Present petition has been filed under section 482 Cr.P.C for quashing of FIR No. 126/2017 registered at PS Naraina, New Delhi under Section 498A/406/34 IPC and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 29.11.2012 in accordance with the Hindu Rites and Ceremonies and one child namely Anahita was born out of the said wedlock on 25.08.2013. 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 settlement vide MOU dated 30.05.2022.

4. Pursuant to the MOU, it is submitted by both parties that the marriage between them has already been dissolved on 12.04.2022 vide HMA No.578/2018.
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. 126/2017 registered at PS Naraina, New Delhi under Section 498A/406/34 IPC and all the other proceedings emanating therefrom.
6. I have gone through the MOU dated 30.05.2022 which has been placed on record. The settlement agreement provides for the following terms and conditions:

1. That the First Party has settled all her claims qua the said marriage towards dowry, jewellery, stridhan past, present, future and permanent alimony and maintenance, marriage expenses etc. and all other claims being arisen out of the said marriage and confines herself to total payment of Rs. 6,39,480.45 as mentioned in the Execution Petition No.66/2021.

2. That the daughter baby Anahita is in the permanent custody and care of the First Party and the Second Party shall not claim the custody of his daughter, however, claims for visitation rights to the child as per settlement deed.

3. That the First Party will withdraw the HMA Case No. 578/2018 and thereafter both the parties agreed to jointly file the petition of First Motion u/s 13-B (1) of Hindu Marriage Act, 1955, before the Principal Judge, Family Court, Patiala House, New Delhi.



4. That both the Parties have agreed that they shall move a petition jointly for quashing the FIR No. 0126/2017 before the Hon'ble High Court of Delhi and shall cooperate each other in filing the same and attending the case before the Hon'ble High Court of Delhi.

5. That the First Party agreed not to file any further execution petition against the Second Party in reference to judgment of the Family Court in maintenance petition w/s 125 Cr.P.C. The First Party shall withdraw the execution petition, if any filed, other than the execution petition number (Ex. No. 66/2021) in the Family Court.

6. That Second Party will also withdraw its complaint case u/s 200 Cr.P.C filed against the First Party, in the court of Shri Tushar Gupta, MM. Patiala House Courts, New Delhi.

7. That both the parties, after quashing of FIR No. 0126/2017 by the Hon'ble High Court of Delhi, shall jointly file a petition for Second Motion u/s 13-3 (2) of Hindu Marriage Act, 1955, before the Principal Judge, Family Court, Patiala House, for the grant of a decree of Divorce. Both the parties undertake to appear before the concerned matrimonial court for recording of their statements for obtaining the divorce by mutual consent

8. That after the grant of divorce by the concerned matrimonial court, both the parties undertake not to file any type of case i.e. civil, criminal or matrimonial against each other, their parents, relatives, in any court of law or authorities or police station in any manner whatsoever. Both the parties shall also not have any claim/interest in the movable/immovable properties either self acquired or inherited by each other and their respective family members

9. That if any of the parties has filed any complaint/case in any court of law police/any authority either in Delhi or in any part of India which is not in the knowledge of



other party, the same shall deem to be considered as compromised and withdrawn in the light of the Settlement Deed dated 12.04.2022 executed between the parties before the Principal Counselor and also as per the terms of the present Memorandum of Understanding.

10. That if any party withdrew from the terms and conditions of this compromise deed, the other party shall have the right to take appropriate action against the defaulting party before the appropriate Court of law.

11. That both the parties shall be bound by the terms and conditions of this Memorandum of Understanding and shall not challenge the same before any authority including Police

12. That both the parties are executing this Memorandum of Understanding after understanding the comments of the same in vernacular and voluntarily without any pressure, threat or coercion, in the presence of relatives of both the parties and their advocates.”

7. Both parties are present in the court and have been identified by the IO. Respondent No. 2 states that the matter has been resolved voluntarily without any fear, force or coercion. She also states that she has received the entire settlement amount as the MOU. 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 No. 126/2017 registered at PS Naraina, New Delhi under Section 498A/406/34 IPC and all the other proceedings emanating therefrom are quashed.
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. 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. 126/2017 registered at PS Naraina, New Delhi under Section 498A/406/34 IPC and all the other proceedings emanating are quashed. However, it is made clear that the settlement shall not bind the legal rights, title, and interest of the child, namely Baby Anahita in any manner. Child shall be at liberty to pursue their legal rights in accordance with the law.
11. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

OCTOBER 15, 2024

Pallavi/SM