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

+ **CRL.M.C. 6084/2024**

HARIENDER & ORS.

.....Petitioner

Through: Ms.Lalita, Adv. with petitioners in person.

versus

THE STATE OF NCT (GOVT. OF NCT OF DELHI) & ANR.

.....Respondent

Through: Ms.Kiran Bairwa, APP for the State
Mr.Chaman Sharma and Ms.Bharti,
Advts. for R-2.
R-2 in person.
SI Ajit Krishan, PS Golukpuri

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

07.08.2024

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CRL.M.A. 23310/2024 (exemption)

Exemption is allowed, subject to all just exceptions.

The application stands disposed of.

CRL.M.C. 6084/2024

1. Present petition has been filed for quashing of case FIR no.0107 dated 07.02.2023 registered under Section 498A/406/354/34 IPC at PS Gokulpuri and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 12.12.2021 in accordance with the Hindu Rites and customs in Delhi. 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. He submits that the marriage has already been dissolved vide judgement of the learned trial Court dated 04.04.2024

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/compromise Deed dated 06.01.2024. As per the settlement it has been agreed between the parties that the petitioner No.1 shall pay Rs. 7,00,000/- in full and final settlement of the entire dispute to respondent no. 2/complainant. That out of above mentioned full and final amount of Rs. 7,00,000/- , Rs. 2,00,000/- will be paid at the time of recording the statement at the time of first motion before the Learned Court and Rs. 2,00,000/- will be paid at the time of recording the statement at the time of Second motion before the Learned Court. Remaining amount of Rs. 3,00,000/- will be paid at the time of Quashing through demand draft/online transaction.
4. In terms of the settlement a demand draft bearing DD No.190605 dated 30.07.2024 in the sum of Rs.3,00,000/- in the name of Seema drawn on Central Bank of India has been handed over to respondent no in court today.
5. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 04.04.2024 passed by Learned Judge, Family Court, North East Karkardooma Court.
6. 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.0107 dated 07.02.2023 registered under Section 498A/406/354/34 IPC at PS Golulpuri and all the proceedings emanating therefrom.

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) 5 SCC 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 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 by a decree of divorce by mutual consent order/judgment dated 04.04.2024, she has no objection if FIR no.0107 dated 07.02.2023 registered under Section 498A/406/354/34 IPC at PS Golulpuri and all the proceedings emanating therefrom are quashed.



9. I have gone through the settlement which has been placed on record. The settlement agreement provides for the following terms and conditions:

- 1. That the Second party/husband will pay Rs.7,00,000/-(Rupees Seven lac) as full and final settlement to the First party/wife for present, past and future maintenance.*
- 2. That out of above mentioned full and final amount of Rs. 7,00,000/- Rs. 2,00,000/- will be paid at the time of recording the statement at the time of first motion before the Hon'ble Court and Rs. 2,00,000/- will be paid at the time of recording the statement at the time of Second motion before the Hon'ble Court. Remaining amount of Rs. 3,00,000/- will be paid at the time of Quashing before the Hon'ble High Court of Delhi through demand draft/online transaction.*
- 3. That it is agreed between the parties that the both party will file the first motion petition within one month from today and second motion will be filed within stipulated time under the provisions of HMA, and the quashing will be filed within one month from the date of passing the decree of divorce by Hon'ble family court petition both party will co-operate to Each other.*
- 4. That it is agreed that both the parties will exchanged the dowry articles/ Istridhan to each other to whom they belongs on or before the passing the decree of second motion before Hon'ble Family court.*
- 5. That it is agreed that both that both the partied will withdraw the litigation pending against each other on or before the passing the decree of second motion before Hon'ble Family court.*
- 6. That it is agreed that any of the parties of this Settlement Deed or their relatives/family members will not file any Police complaint/civil / criminal litigation against each other and will not harm to each other in future after signing the present settlement, if any party of present Settlement Deed dated 06/01/2024 would do the same against the terms of the present settlement the same shall be treated as null and void.*
- 7. That it is agreed that after recording the second motion petition any of the party of this Settlement Deed can marry with any other person and nobody will create any issue/ disturbance*



in the married life of each other.

8. That it is agreed that both the parties are agreed and will be bound that any of the party will not misuse any Photo/Marriage Photo/Audio / Video etc. against each other in future.

9. That it is agreed that both the parties will be bound with the terms and conditions of this Settlement Deed”

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.0107 dated 07.02.2023 registered under Section 498A/406/354/34 IPC at PS Gokulpuri and all the other proceedings emanating therefrom are quashed.
12. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

AUGUST 7, 2024

rb/dg