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

+ **CRL.M.C. 6113/2024**

VIKAS AHLAWAT & ORS.

.....Petitioners

Through: Mr. J. K. Srivastava, Ms. Taruna,
Advts. with petitioners.

versus

STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Ms. Kiran Bairwa, APP for State and
SI Meenu, PS Kirti Nagar.
Mr. Divya Kumar Kaushik, Mr.
Neeraj Kant, Mr. Neeraj Yadav,
Advts. for R-2.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

07.08.2024

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CRL.M.A. 23385/2024

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

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3. The present petition has been filed under Section 482 Cr.P.C. on behalf of the petitioners seeking quashing of case FIR No. 75/2017 dated 11.03.2017 under Section 498A/406/34 IPC registered at PS Kirti Nagar and all the other proceedings emanating therefrom.
4. Learned Counsel for the petitioner submits that marriage between Respondent no.2/complainant and petitioner no.1 was solemnised on



02.11.2009 in accordance with the Hindu Rites and Ceremonies and one baby girl namely Inaayat was born out of the said wedlock on 21.01.2014. 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/deed dated 08.07.2023.
6. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 03.04.2024 as per Hindu rites and ceremonies.
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 No. 75/2017 dated 11.03.2017 under Section 498A/406/34 IPC registered at PS Kirti Nagar and all the other proceedings emanating therefrom.
8. As per the settlement deed dated 08.07.2023 a Demand Draft bearing No. 239872 dated 15.07.2024 drawn from State Bank of India of Rs. 4,00,000/- (Rupees Four Lakhs Only) has been handed over to Pinky Muhania in the court today.
9. I have gone through the settlement deed dated 08.07.2023 which has been placed on record. The settlement agreement provides for the following the terms and conditions:

“1. The parties have agreed to dissolve their marriage by



mutual consent according to the Law. As provided Under Section 13 B of the Hindu Marriage Act.

2. It is agreed between the parties that husband shall pay to the wife a sum of Rs. 12,00,000/- as full & final settlement against stridhan and dower, maintenance towards past, present and future qua to this marriage/ petitioner and the child in three installments, by the way of DD/ Pay Order. It is further agreed between the parties that the first motion petition shall be filed on or before two months and second motion petition shall be filed soon after the implementation of the statutory period of the order U/section 13 B (1) of HMA.

3. It is further agreed between the parties that out of the settled amount, the husband will pay Rs. 400,000/- to the wife at the time of the recording of the same statement of first motion by way of DD/ Pay Order.

4. It is further agreed between the parties that the husband will pay Rs. 400,000/- to the wife at the time of the recoding of the statement of second motion, by the way of DD/ Pay Order.

5. It is further agreed between the parties that the husband shall pay balance amount of Rs. 400,000/- to the wife, at the time of quashing of FIR No. 75, U/Section 498A/406/34 IPC P.S. Kirti Nagar, days after second motion. The wife shall also cooperate and do the needful in quashing of said FIR.

6. There is one child namely Inaayat Muhania 9 years (Female) from the wedlock, who is living with mother and the custody of the child, namely Inaayat 9 years (Female) is given to mother. It is also agreed that visitation right not given to the father.

7. It is further agreed between the parties that they will withdraw any other complaint/ case filed by/ against either of the parties in other Court of Delhi/ India.



8. *All the matters emanating from this marriage, civil or criminal are settled and neither of the parties nor their relatives shall make any claim, against each other anytime in future in any Court of Law/ Police Station etc.,*
9. *It is agreed between the parties that either of the parties commit breach or default of this mutually agreed settlement after the recoding of first motion, wife back out, the amount taken at the time of first motion shall be returned to the husband with 2 percent interest per month, if husband back out, the amount given at the time of fist motion shall stand forfeited by the wife, it is further understood by the parties that for breach of undertaking given to the concerned Court of willful/ deliberate violation of the consent order/ decree, the defaulting party will be liable to be punished for contempt of Court.*
10. *It is further agreed between the parties that they shall remain bound with aforesaid terms and conditions as mention in the settlement. The above said settlement is arrived at between the parties voluntary, out of their own free will and consent and without there being any undue pressure, force, coercion, influence, misrepresentation or mistake and the parties have agreed then the settlement/ agreement has been correctly recorded as per the agreed terms & conditions.”*
10. 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.

11. 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 the FIR No. 75/2017 dated 11.03.2017 under Section 498A/406/34 IPC registered at PS Kirti Nagar and all the other proceedings emanating therefrom are quashed.
12. 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.
13. In view of the above, FIR No. 75/2017 dated 11.03.2017 under Section 498A/406/34 IPC registered at PS Kirti Nagar and all the other proceedings emanating therefrom are quashed. However, the mutual decree of any other settlement shall not bind the legal rights, title and interest of the child namely Inaayat aged 09 years in any manner.
14. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

AUGUST 7, 2024/AR/NA..