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

+ **W.P.(CRL) 2387/2024**

SH DEEPAK & ORS.

.....Petitioners

Through: Mr. Brijballabh Tiwari, Mr. R. S. Tomar, Advs. with petitioners.

versus

THE STATE GOVT OF NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Yasir Rauf Ansari, ASC for State and SI Savita Solanki, PS Punjabi Bagh.
Ms. Vaishali, Mr. Lucky Ghosh, Advs. with R-2.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

07.08.2024

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CRL.M.A. 23330/2024

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 Article 226 of the Constitution of India r/w Section 482 Cr.P.C. (U/s 528 of BNSS) for quashing of case FIR No. 467/2023 dated 11.08.2023 under Section 498A/406/34 IPC PS Punjabi Bagh 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 23.01.2019 in accordance with the Hindu Rites and Ceremonies and one female child namely Pihu 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.

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 dated 26.07.2024 and now the parties are residing together.
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. 467/2023 dated 11.08.2023 under Section 498A/406/34 IPC PS Punjabi Bagh and all the other proceedings emanating therefrom.
7. I have gone through the settlement deed dated 26.07.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. That it is agreed between Sh. Deepak and Smt. Tara Rani @Tannu that they will live together in a house 16/1631, E-Block, Gali No.20, Bapa Nagar, Arya Samaj Road, Karol Bagh, New Delhi-110005 from 30.01.2024. As per the agreement, they are living together as husband and wife.

2. It has also settled between Sh. Deepak and Smt. Tara Rani @Tannu that Sh. Deepak Kumar will withdraw the case which is pending in the court of Sh. Murari Prasad



Singh, Ld. Judge, Family Court, Central District, Tis Hazari Courts, Delhi.

3. It is also settled that the wife Smt. Tara Rani will withdraw the domestic violence case, which is pending in Tis Hazari Courts, Delhi after two months once she will live at matrimonial home. Smt. Tara Rani undertakes to withdraw the Domestic violence Case after filing the quashing. petition before the Hon'ble High Court of Delhi.

4. It is agreed that first party of the present MOU will file a petition before the Hon'ble High Court of Delhi at New Delhi for quashing of FIR bearing no.467/2023, U/s 498A/406/34 IPC at P.S. Punjabi Bagh, New Delhi. The second party shall co-operate and sign all the necessary documents including the supporting affidavit for quashing of the said FIR.

5. That Sh. Deepak and Smt. Tara Rani @ Tannu are still young and after considering all pros and cons, the parties have already resolved their issues and they are residing together as husband and wife.

6. That the consents of the parties to the present MOU have not been obtained by force, fraud or undue influence.

7. That the parties have agreed to the aforesaid terms and conditions out of their own free will and accord, without any pressure, force, coercion, threat and/or any undue influence from any corner whatsoever after fully understanding the contents of the same in vernacular language in Hindi.

8. That both the parties shall be bound by the terms and conditions of this Memorandum of Settlement-cum-Agreement.

9. That it has been further undertaken by both the parties that they shall sign, verify the pleadings, file joint petition, and make statements before the court, police and any other



forum/commission whatever it may be necessary.”

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. 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, she has no objection if FIR No. 467/2023 dated 11.08.2023 under Section 498A/406/34 IPC PS Punjabi Bagh and all the other proceedings emanating therefrom are quashed.
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. 467/2023 dated 11.08.2023 under Section 498A/406/34 IPC PS Punjabi Bagh and all the other



proceedings emanating therefrom are quashed.

12. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

AUGUST 7, 2024/AR/NA..