



\$~30

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

+ **CRL.M.C. 6184/2024**

KENNEDDY RANA & ORS.

.....Petitioners

Through: Ms Usha Sharma and Mr. Nichbhay
Nigam Advocates with petitioners in
person.

versus

STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Mr.Kiran Bairwa, APP for the state
SI Jeetender Kumar PS Mukherjee
Nagar
Respondent no.2 in person

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

09.08.2024

%

1. Present petition has been filed for quashing of FIR 750/2023 dated 10.08.2023 registered under Section 498A/406/34 IPC at PS Mukherjee Nagar and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 06.03.2022 as per Sikh rites and rituals. No child is born out of the 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. He submits that the marriage has already been dissolved vide judgement of the learned trial Court dated 04.06.2024.



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 23.03.2024. As per the settlement it has been agreed between the parties that the petitioner No.1 shall pay Rs. 8,40,000/- (Rupees Eight Lakhs Forty Thousand only) 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. 8,40,000/-, Rs. 2,10,000/- will be paid at the time of signing of the Settlement Agreement, Rs. 2,10,000/- will be paid at the time of recording the statement at the time of First motion before the Learned Court and Rs. 2,10,000/- will be paid at the time of signing of the Settlement Agreement, Rs. 2,10,000/- will be paid at the time of recording the statement at the time of Second motion before the Learned Court. Remaining amount of Rs. 2,10,000/- will be paid at the time of Quashing through demand draft.
4. In terms of the settlement a demand draft bearing DD No.82746 dated 30.07.2024 in the sum of Rs.2,10,000/- in the name of Harsimran Kaur drawn on State Bank of India, Tilak Nagar, Delhi 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 04.06.2024 passed by Learned Principle Judge, Family Court, North Rohini 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.750/2023 dated



10.08.2023 registered under Section 498A/406/34 IPC at PS Mukherjee Nagar and all the proceedings emanating therefrom.

7. Learned APP submits that in the settlement under section 164 CRPC respondent No.2/complainant has also made allegations of the offence under section 377 IPC and the **investigation is pending**.
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) 5 SCC 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. And since the marriage between the parties has also been dissolved by a decree of divorce by mutual consent order/judgment dated 04.06.2024, she has no objection if FIR no.750/2023 dated 10.08.2023 registered under Section 498A/406/34 IPC at PS Mukherjee Nagar and all the proceedings emanating therefrom.



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

5. Both the parties have settled all their claims and have agreed on each and every terms recorded in the settlement agreement as under:-

a. As per the final settlement deed dated 22.03.2024. It has been agreed between the parties that they will file a joint petition for divorce by way of mutual consent under section 13(B)(1) of Hindu marriage Act, 1955 in the Court of competent jurisdiction at New Delhi.

b. It is further agreed between the parties that the second party (husband) shall pay a total amount of consideration of Rs.8,40,000/- (Rupees Eight Lakhs Forty Thousand only) to the first party (wife) as full and final settlement (against the past, present and future maintenance, permanent alimony, stridhan, dowry articles etc.).

c. That, the second party No.2 (husband) paying a sum of Rs.2,10,000/- to the first party no.1 (wife) at the time of signing of the present Settlement Agreement by bank draft.

d. That, second party no.2 (husband) will pay a sum of 2,10,000/- to the first party no.1 (wife) (through Bank Draft) (wife at the time of recording of statement of both the parties before the Hon'ble family courts under the first motion proceedings.

e. That the second party (husband) shall pay Rs.2,10,000/- to the first party (wife) (through demand draft) at the time of recording of statements of both the parties before the Hon'ble Family court on/under the second motion proceedings. Second motion petition shall be filed by both the parties within 30 days of expiry of mandatory cooling period of six months after completion of first motion or both the parties shall file an application for waiving of mandatory cooling period of six months after first motion.

f. That, there is an FIR No.750/2023 u/s 498-A/406/34 IPC registered with P.S. Mukherjee Nagar by first party against the second party and his family members. It is agreed between the parties that after receiving the decree for divorce, second party



and his family members will file the quashing petition for quashing of No.750/2023 u/s: 498-A/406/34 IPC registered with P.S. Mukherjee Nagar before the Hon'ble Delhi High Court and first party shall fully cooperate in quashing of the said FIR. It is also agreed by the second party that he will pay Rs.2,10,000/- at the time of quashing of FIR before the Hon'ble High Court of Delhi at New Delhi.

g. That both the parties undertake not to establish any future N contact with each other in any manner whatsoever from the date of signing of the present deed and only contact that shall be made between the parties shall be only with respect to the signing of divorce petitions and coordination of dates for appearance before the Court

h. The parties also undertake not to interfere in each other's life directly or through family members, relatives or any indirect mode. The parties hereby admit and acknowledge that they shall stand severed of any relationship whatsoever with each other.

i. This agreement constituted the entire agreement between the parties and supersedes all or any prior agreement/ correspondences/ negotiations/ discussions/ representations, both written as well as oral, among the parties.

j. Parties also agree that the First party (wife) shall not claim in future, any maintenance (past, present, future) any stridhan or dowry articles, or any claim on any right, title or interest in the (movable and immovable properties) of the second party (husband) or his family members.

k. It is agreed that both the parties shall withdraw all the cases and complaints filed against each other from the respective Hon'ble Courts, police station(s), and concerned authorities, if any.

l. It is agreed between the parties that all the matters relating to this marriage either civil or criminal are settled and neither the parties nor their relatives shall make any complaints against each other in future and will not file any case/complaints against each other at any time in future in any court of law/police station etc. and both the parties hereby agree to abide by present settlement as having been reached without any undue influence, pressure or coercion.



m. it is further agreed by both the parties that henceforth they shall not in any manner keep any contact with each other or try to contact each other, either personally or by electronic media, except for the court proceedings. Both the parties agree not to be in touch with each other on or after signing of this settlement.

n. It is further agreed by both the parties that they shall not in any manner release any personal information or photograph(s)/videos etc. of either party at any point of time.

o. It is further agreed and undertaken by both the parties that they shall not file any claim, complaint or case (criminal or otherwise) in any court of law or before any authority instrumentality, form or agency of the state or otherwise with respect to any cause of action arising out of the marriage between the parties,

p. Both the parties further agreed that they have no grudges and grievances against each other and their family members arising out of the present matrimonial ties and are dissolving their marriage by mutual consent on their own free Will and consent and without their being any undue pressure, coercion, influence, misrepresentation or mistake (both of law and fact) in any form whatsoever.

q. Both the parties agree that they shall remain bound by the terms and conditions of this settlement and shall not breach the same.

6. That it is also agreed between the parties that first party (wife) is not claiming and shall not claim, any recent, past or future alimony, maintenance or property otherwise from the second party and his family members and there remains no issues, controversies or disputes pertaining to stridhan, past, present or future alimony or dowry articles at the time of filing of the present petition or after getting decree of divorce from Hon'ble court

7. That both the parties also undertake to live their life peacefully without interfering in the life of each other as the present settlement/compromise is for the betterment of their future.

8. It has been agreed between the parties that in case either party backs out or not abide by the terms and conditions of this settlement, it will be treated as contempt and the other party shall be at a liberty to proceed against the defaulting party



before any authority or court of law for an appropriate legal action against the defaulting party and the defaulting party shall be stipulated by fine/penalty of double the amount of present settlement amount and the execution of this settlement shall not amount to condoning the illegal act and deeds of the defaulting party by other party and this settlement will not be an estoppel for initiation of legal action against the defaulting party by the other party

9. Both the parties undertake to punctually abide by the terms and conditions of this settlement and in case either party resile from enforcing this settlement or fail to cooperate with the other party in obtaining a decree of divorce of mutual consent, the aggrieved party shall have the right to enforce this settlement through the court of law.

10. Both the parties further undertake to tender their respective voluntary undertaking before the Family Court at the time of hearing/disposal of the first motion petition with respect to the compliance of the terms of this settlement. They further undertake to file second motion, appear in family court and give their respective statements at the time of hearing / disposal of the second motion for grant of divorce.

11. Both the parties agree that a copy of this settlement shall be filed alongwith the first motion for grant of divorce by mutual consent under section 13(B)(1) of the Hindu Marriage Act, 1955.”

11. 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.
12. In view of the above, FIR 750/2023 dated 10.08.2023 under Section 498A/406/34 IPC at PS Mukherjee Nagar and all the other proceedings emanating therefrom are quashed.



13. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

AUGUST 9, 2024
rb/dg