



\$~32

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

+ **CRL.M.C. 6370/2024, CRL.M.A. 24366/2024**

HARENDRA & ORS.

.....Petitioners

Through: Mr.Sunny and Mr.Sumit Kumar,
Advts. with petitioners in person.

versus

THE STATE GOVT OF NCT DELHI AND ANR.Respondents

Through: Mr.Digam Singh Dagar, APP for the
State.

Ms.Shalu Kataria, Adv. for R-2 iwth
R-2 in person.

SI Ranjana, PS Sabzi mandi

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

16.08.2024

%

1. Present petition has been filed for quashing of case FIR no.140/2019 under Section 498A/354/406/34 IPC dated 06.06.2019 at PS Subzi Mandi and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner No.1 submits that the marriage between Petitioner No. 1 and Respondent No. 2/ complainant was solemnized on 16.10.2016 according to Hindu rites and ceremonies, and one male child, Ansh was born out of the wedlock. However, on account of temperamental differences and mental incompatibility, the parties started living separately since March, 2018 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 agreement dated 10.10.2023.
4. Pursuant to the settlement, it is submitted by both the parties that the marriage between them has already been dissolved on 16.07.2024.
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.140/2019 under Section 498A/354/406/34 IPC dated 06.06.2019 at PS Subzi Mandi and all the other proceedings emanating therefrom
6. I have gone through the settlement deed dated 10.10.2023 which has been placed on record. The settlement agreement provides for the following terms and conditions:
 - 1) *On the recording of statement in the first motion, respondent will pay Rs.1.25 Lakhs to the complainant on the statement of first motion by way of cash/NEFT/DD and first motion will be filed within one month from today.*
 - 2) *On the recording of statement of second motion, respondent will to pay Rs.1 Lakhs by way of cash / NEFT/DD.*
 - 3) *Last installment of remaining amount of Rs.2.65 Lakhs will be paid on the date of quashing petition before the Hon'ble High Court of Delhi by way of cash/NEFT/DD which will be filed within one month from the completion of second motion proceedings.*
 - 4) *The present complainant and other cases/execution will be withdrawn alter the recording of statement of first motion between the parties before the Ld. Family court.*
 - 5) *The expenses of filing the documents and proceedings in divorce matter and quashing petition will be borne by the respondent*
7. D.D.No.015853 dated 29.05.2024 in the sum of Rs.2,65,000/- drawn on



IDBI Bank, Nehru Nagar has been handed over the to the respondent no.2 in court today.

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. And since the marriage between the parties has also been dissolved on 22.05.2024 as per HMA No.1408/2024 by the Judge, Family Court-01, West District, THC, Delhi, she has no objection if FIR 245/2021 registered under Section 498A/406/34 IPC at PS Mohan Garden 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.140/2019 under Section 498A/354/406/34 IPC dated 06.06.2019 at PS Subzi Mandi and all the other proceedings emanating therefrom are quashed. However, the mutual decree or any other settlement shall not bind the legal rights, title, and interest of the child namely Master Ansh Kumar aged 6 years, in any manner and Master Ansh Kumar shall be at liberty to pursue his legal rights in accordance of law. A statement to this effect has been recorded separately.
12. The petition stands disposed of.

DINESH KUMAR SHARMA, J

AUGUST 16, 2024

rb/na