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

+ **CRL.M.C. 6400/2024**

GAURAV SHARMA & ORS.

.....Petitioners

Through: Mr. Pankaj Arya, Adv. with
petitioners.

versus

STATE THROUGH SHO PS BURARI & ANR.Respondents

Through: Ms. Kiran Bairwa, APP for the State
with ASI Parmod Kr, PS Burari
R-2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

25.09.2024

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CRL.M.A. 24466/2024 (exemption)

Exemption is allowed subject to all just exceptions.

Application stands disposed of.

CRL.M.C. 6400/2024

1. The present petition has been filed seeking quashing of FIR No.419/2019 registered at PS Burari under Sections 498A/406/34 IPC and all the proceedings emanating from it.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 31.01.2016 in accordance with the Hindu Rites and Ceremonies. No Child 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. He submits that the chargesheet, in this case, has already been filed and the matter is pending before the Learned MM, Tis Hazari Courts, Delhi.

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 and the same was recorded vide order dated 26.02.2024 before the Delhi Mediation Centre, Tis Hazari Courts, Delhi. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide dated 13.05.2024 passed by learned Principal Judge, Family Court, Central District, vide HMA No.768/2024.
4. I have gone through the settlement which has been placed on record. The settlement agreement provides for the following terms and conditions:

1) It is agreed between Shri Gaurav Sharma Vs. Ms. Jagriti Sharma that they cannot continue the matrimonial life and mutually agree to dissolve their marriage by obtaining a decree of divorce by way of mutual consent/court decree in the concerned family court.

2) Both the parties have agreed that Shri Gaurav Sharma shall pay a total sum of 5,00,000/- (Rupees Five Lacs only) to Ms. Jagriti Sharma towards full and final settlement of all her claims including Istridhan, maintenance (present, past and future) and permanent alimony etc.

3) That aforementioned settlement amount of ₹5,00,000/- (Rupees Five Lacs only) shall be paid in the following manner:-

(a) That the First Motion Petition u/s 13 (1) (B) HMA shall be filed on or before 25.02.2024. Rs.1,50,000/- (Rupees One Lakh and Fifty Thousand only) shall be paid by Shri Gaurav Sharma



to Ms. Jagriti Sharma by way of DD/RTGS/NEFT at the time of recording of statement of First Motion before the appropriate court of law. b) Shri Gaurav Sharma has agreed that he will withdraw the case le. HMA No.1389/2021 pending before the Ld. Referral Court within 20 days from today 06.02.2024.

(c) Ms. Jagriti Sharma has agreed that she will withdraw the case le. MT No.450/18 pending before the Ld. Referral Court within 30 days after recording statement of First Motion Petition.

(d) That the Second Motion Petition u/s 13 (2) (B) HMA shall be filed as per statutory time period after first motion. Rs.1,50,000/- (Rupees One Lakh and Fifty Thousand only) shall be paid by Shri Gaurav Sharma to Ms. Jagriti Sharma by way of DD/RTGS/NEFT at the time of recording of statement of Second Motion Petition.

4) It is agreed between the parties that within 30 days of granting divorce by the competent court, the petition u/s 482 Cr.P.C. shall be filed by Shri Gaurav Sharma, Shri Jang Bahadur and Ms. Geeta Sharma for quashing of FIR bearing No 419/2019. PS Burari before Hon'ble Delhi High Court and Ms Jagriti Sharma shall co-operate with them for quashing of FIR. The expenses for filing & drafting of quashing petition shall be borne by Shri Gaurav Sharma, Shri Jang Bahadur and Ms. Geeta Sharma. Ms. Jagriti Sharma agrees to give "No objection" and shall cooperate and execute all the requisite documents which may be required for the said purposes including affidavits, casting personal appearance before Hon'ble High Court of Delhi as required for the said purpose. Rs.2,00,000/- (Rupees Two Lakhs only) shall be paid by Shri Gaurav Sharma to Ms. Jagriti Sharma by way of DD/RTGS/NEFT at the time of quashing of FIR No.419/2019, u/s 498A/406/34 IPC PS Burari pending in the court of Ms. Reetika Jain, Ld. MM-03 (Mahila Court), Central, THC, Delhi,

5) it is further agreed between the parties that after this settlement, both the parties shall be left with no right, title or



interest in the movable or immovable properties of each other or their family members, both the parties and their family members shall not file any case, complaint or litigation against each other in future pertaining to the present marriage and shall cooperate with each other in execution of present settlement and withdrawal of already filed case/s.

6) That it is agreed between the parties that they shall be bound by their statement.

7) That in case of default from either side in carrying out the terms of this settlement, he/she shall be liable to pay a sum of Rs.50,000/- (Rupees Fifty Thousand only) by way of penalty/compensation to the other side besides refunding the benefit received hereunder.

8) That in case of breach of any terms and condition of present settlement, the aggrieved party shall have right to initiate the contempt proceeding against the defaulting party or take any appropriate step as per law.

9) That the parties have gone through the terms herein before recorded. They have confirmed, verified the same to be correct and that they are going to sign it without any threat, pressure, coercion or undue influence from any quarter. Both the sides undertake to abide by the terms & conditions mentioned herein above. The contents of the settlement have been read over the explained to the parties in vernacular.

The legal position that the quashing of the FIR is the discretionary power of the Hon'ble High Court and that after considering the facts and circumstances of the case, the FIR No.419/2019 may or may not be quashed by the Hon'ble Court has been explained to the parties.

The above terms of settlement has been arrived at, verified and signed by the parties voluntarily after examining all probabilities. Let the parties appear before the Ld. Referral court on the date already fixed for confirmation of settlement and for necessary orders. A copy of this settlement be given to



both the parties free of cost against receipt.

5. As per the settlement it has been agreed between the parties that the petitioner shall pay a sum of Rs. 5,00,000/- (Rupees Five Lacs) in full and final settlement of the entire dispute to respondent no. 2/complainant. Today, out of the total amount, the remaining amount is paid to respondent no. 2 via a DD bearing No, 772438 dated 18.07.2024 for the sum of Rs.2,00,000/- drawn on SBI in the name of Jagriti Sharma.
6. 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.
7. 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 13.05.2024. she has



no objection if FIR No.419/2019 registered at PS Burari under Sections 498A/406/34 IPC and all the proceedings emanating therefrom are quashed.

8. 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.
9. In view of the above, FIR No.419/2019 registered at PS Burari under Sections 498A/406/34 IPC and all the other proceedings emanating therefrom are quashed.
10. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 25, 2024

Pallavi/ht