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

+ **CRL.M.C. 6599/2024**

UMESH SHARMA AND ORS

.....Petitioners

Through: **Mr. Rajbir Singh Sagar, Mr. Rajiv
Pratap Singh, Mr.Ravi, Advs.**
versus

THE STATE(GOVT OF NCT OF DELHI) AND ANR..Respondents

Through: **Mr. Kiran Bairwa, APP for the State
with SI Dinesh Kumar, PS Preet
Vihar.**
Mr. Shubham Atresh, Adv. for R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

23.08.2024

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CRL.M.A. 25208/2024 (Exemption)

Exemption is allowed subject to all just exceptions.

CRL.M.C. 6599/2024

1. The Present petition has been filed under section 482 Cr.P.C for quashing of FIR 0022/2024 dated 21.01.2024 registered under Section 498A/406/34 IPC at PS Preet Vihar and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 11.11.2021 in accordance with the Hindu Rites and Ceremonies and 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.

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 21.05.2024 arrived at Counselling Cell, Family Court, East District, KKD.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 21.05.2024 by the Court of learned Principal Judge, Family Court, East District, KKD, Courts vide HMA No.1297/2024.
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 0022/2024 dated 21.01.2024 registered under Section 498A/406/34 IPC at PS Preet Vihar and all the other proceedings emanating therefrom.
6. I have gone through the settlement deed dated 21.05.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

1.1. It is agreed between the parties that both the parties shall take divorce by way of mutual consent within the jurisdiction of Family Courts Delhi.

2. It is further agreed between the parties that the first motion petition shall be filed on or before 05.06.24.

3. It is further agreed between the parties that after expiry of mandatory prescribed period of six (6) month or any other earlier, if any so permitted under the law/judicial



pronouncement, they will file second motion as contemplated under the Hindu Marriage Act 1956 or in any other law and both the parties shall cooperate in entire process of mutual consent divorce proceedings and shall duly appear before the Hon'ble court for recording of their respective statement as required in law for the first and second motion.

4. It is agreed between the parties that the husband i.e. respondent shall pay a sum of Rs. 13,30,000/-(Rupees thirteen lakh thirty thousand only) to the wife(petitioner) against the istridhan, dowry articles, alimony, maintenance (past, present & future).

5. Parties also agree that the Petitioner i.e. Wife, shall not claim, in future also, any maintenance (past, present, future), any istridhan, or lay claim on any right, title or interest in the (movable and immoveable properties) of the husband or his family members.

6. Parties also agree that the respondent shall pay the settled amount of Rs 13,30,000/-(Rupees thirteen lakh thirty thousand only) via NEFT/DD as follows -

a) It is further agreed between the parties that the respondent (husband) will pay Rs4,50,000/-(Rupees four lakh fifty thousand only) to the petitioner (wife) at the time of recording the statement of first motion by way of DD/cash at the time of First motion.

b) It is further agreed between the parties that respondent (husband) will pay Rs 4,50,000/- (Rupees four lakh fifty thousand only) to petitioner (wife) at the time of recording the statement of Second motion.

c) It is further agreed between the parties that respondent shall pay Rs4,30,000/- (Rupees four lakh thirty thousand only) by way of DD to petitioner at the time of quashing of FIR No 22/24, U/S 498A/406/34 IPC P.S Preet Vihar before the Hon'ble high court of Delhi within one month after



second motion and petitioner shall cooperate and sign all the necessary affidavit and do the needful in quashing of said FIR.

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

7a). Petitioner shall withdraw the case of 125 Crpc and DV Case vide no CT1253/23 at the time of First Motion.

8. There is no child was born from this wedlock.

9. It is agreed between the parties that if either of the parties commits breach or default of this mutually agreed settlement after the first motion if petitioner backs out the amount taken at the time of first motion shall be returned to respondent with 12% interest as per annum and if respondent backs out the amount given at time of first motion shall stands forfeited by the petitioner. Both parties shall be further bound by the Judgement i.e. Rajat Gupta V/s Rupali.

10. It is agreed and undertake not to file any other complaint, petition, execution application etc. against each other at any time in future in any court of law in India and both the parties here by agree to abide by present settlement as having been reached without any undue influence, pressure or coercion.

11. It is agreed between the parties that in the event of failure of the compliance of present settlement, both the parties shall be at liberty to seek revival and peruse their respective cases / remedies under law which includes proceedings mentioned herein.

12. The parties have agreed on each and every terms as recorded in the settlement agreement, after carefully reading over and fully. understanding and appreciating the



contents, scope and effect thereof, as also the consequences of the breach thereof, including payment of the fine/penalty as mentioned above.”

7. ***The total settlement amount in terms of settlement dated 21.05.2024 is Rs.13,30,000/-. Today, as per settlement, a demand draft bearing DD No. 054387 dated 13.08.2024 drawn on HDFC Bank for the sum of Rs.4,30,000/- in the name of Asha Sharma is handed over to the respondent No.2 in the Court.*** Respondent No. 2 states that she has received the entire settlement amount.
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 20.07.2024 by the Court of learned Principal Judge, Family Court, East District, KKD, Courts vide HMA No.1297/2024, she has no objection if FIR 0022/2024 dated 21.01.2024 registered under Section 498A/406/34 IPC at PS Preet Vihar 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 0022/2024 dated 21.01.2024 registered under Section 498A/406/34 IPC at PS Preet Vihar 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 23, 2024

Pallavi/DG