



\$~56

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

+ **CRL.M.C. 6608/2024**

YOGESH SEHRAWAT AND ORS.

.....Petitioners

Through: Mr. Pardeep Sharma, Mr.Kuldeep,
Advts. with petitioners.

versus

STATE NCT OF DELHI AND ANR

.....Respondents

Through: Ms. Kiran Bairwa, APP for the State
with SI Mamta, PS Dwarka Sector-23
Ms. Priyanka Dagar, Adv. for R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

23.08.2024

%

13.The Present petition has been filed under section 482 Cr.P.C for quashing of FIR 15/2016 registered under Section 406/498A/34 IPC at PS Dwarka Sector -23 and all the other proceedings emanating therefrom.

14.Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 02.03.2012 in accordance with the Hindu Rites and Ceremonies and a male child namely Shaurya was born out of the said wedlock. However, on account of temperamental differences and mental incompatibility, the parties started living separately since 2015 and instituted multiple litigations against each other and their respective families including the present FIR.

15.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 deed dated 26.08.2023 arrived at Counselling Cell, Saket, South, New Delhi.

16. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 07.03.2024 by the learned Principal Judge, Dwarka District Courts, Delhi vide HMA No.710/2214.

17. 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 15/2016 registered under Section 406/498A/34 IPC at PS Dwarka Sector -23 and all the other proceedings emanating therefrom.

18. I have gone through the settlement deed dated 21.12.2022 which has been placed on record. The settlement agreement provides for the following terms and conditions:

1. The parties have agreed to dissolve their marriage by mutual consent in accordance with law provided U/S 13B of the Hindu Marriage Act.

2. It is agreed between the parties that the husband shall pay to the wife a T sum of Rs. 3.00,000/- (Rupees Three Lakhs Only) as full and final settlement against stridhan, dowry and maintenance (past, present and future) qua this marriage in three instalments by way of DD/Pay Order.

3. It is further agreed between the parties that husband will pay Rs. 1,00,000/- (Rupees One lakh Only) to the wife at the time of recording of statement of First motion by way of DD/Pay Order in the name of wife.

4. It is further agreed between the parties that husband will further pay Rs. 1,00,000/- (Rupees One Lakh Only) to the



wife at the time of recording of statement of 2nd motion by way of DD/Pay Order.

5. It is further agreed between the parties that the husband shall pay Rs. Rs. 1,00,000/- (Rupees One Lakh Only) to the wife at the time of quashing of FIR No. 15/2016 U/S 498A/406/34 (PC PS. Dwarka, Sector- 23 in Hon'ble High Court of Delhi within one months of 2nd motion. The wife shall co-operate and sign all the necessary affidavit and do the needful in quashing of said FIR.

6. It is further agreed between the parties that the 1st motion petition shall be filed on or before 25.09.2023 and 2nd motion petition shall be filed after the completion of the statutory cooling period of the order U/S 13B (1) of HMA. However both the parties will jointly move the waiver application of the statutory period of six months.

7. It is further agreed between the parties that petitioner/respondent will withdraw the case which is pending in the court of Shri Paramjit Singh, LD. Principal, Judge, Family Court, South, Saket District Court Delhi and Complaint under DV Act vide CT.C-4989556/2016 and Execution Petition no. 64/2023 which are pending before the Hon'ble court of Ms. Deepika Goyal Shokeen, MM, Mahila court, Dwarka, New Delhi.

8. It is agreed between the parties that they have understood the terms and conditions of the settlement in vernacular.

9. It is further agreed between the parties that they shall remain bound with the aforesaid terms and conditions as mentioned in the settlement.

10. All the matters relating to this marriage civil or criminal are settled and neither the parties nor their relatives shall make any claim against each other in future and will not file any case/complaint against each other at any time in future in any court of law/Police Station etc.



11. The above settlement is with respect to all claims of wife past, present and future alimony, stridhan, maintenance, pending amount of maintenance, articles, property etc. and neither she nor her relatives shall claim anything from husband or his family members in future for herself.

12. 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 wife backs out the amount taken at the time of first motion shall be returned to husband with 02% per month interest and if husband backs out the amount given at the time of first motion shall stand forfeited by the wife.

13. It is agreed between the parties that the permanent custody of the child will remain with the respondent/wife and the visitation of the child will be as per the mutual convenience of both the parties. The petitioner /husband hereby furnishes his irrevocable unconditional no objection in regard to all the decision being made by the mother in regard to child including but not limited to his education, foreign travels etc. And all other acts required for providing a suitable upbringing of the child.

14. 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.

15. The terms and conditions mentioned in the settlement have been understood in vernacular. The above said settlement is arrived between the parties out their own free will, consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (both law and fact) in any form whatsoever and the parties agreed that the settlement agreement has correctly recorded the said agreed terms and conditions.



The parties will appear before the concerned Hon'ble court on 26.08.2023.”

19.The total settlement amount in terms of the settlement deed dated 26.08.2023 is Rs.3,00,000/- . Today, as per the settlement, a demand draft bearing DD No. 041058 dated 16.08.2024 drawn on HDFC Bank for the sum of Rs.1,00,000/- (Rupees one lakh only) in the name of Shweta Chaudhary is handed over to the respondent No.2 in the Court. Respondent No. 2 states that she has received the entire settlement amount.

20.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.

21.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 07.03.2024 by the learned Principal Judge, Dwarka District Courts, Delhi vide HMA No.710/2214, she has no objection if FIR 15/2016 registered under Section 406/498A/34 IPC at PS Dwarka Sector-23 and all the other proceedings emanating therefrom are quashed.

22.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.

23.In view of the above, FIR 15/2016 registered under Section 406/498A/34 IPC at PS Dwarka Sector -23 and all the other proceedings emanating therefrom are quashed. However, it is made clear that the settlement deed dated 26.08.2023 shall not bind the present, and future legal rights, title, and interest of the male child namely Shaurya and he shall be at liberty to pursue his legal rights in accordance with the law.

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

DINESH KUMAR SHARMA, J

AUGUST 23, 2024

Pallavi/ht