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

+ **CRL.M.C. 9501/2023**

DHARMINDER KHOLA & ANR.

.....Petitioners

Through: Mr. Suresh Kumar, Advocate along
with the petitioners in person

versus

THE STATE NCT OF DELHI AND ANR.

.....Respondents

Through: Mr. Satish Kumar, APP for State with
ASI Mukesh Kumar and SI Deshraj
PS BHD Nagar along with
respondent no. 2 in person

CORAM:

HON'BLE MR. JUSTICE CHANDRA DHARI SINGH

ORDER

28.10.2024

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1. The instant petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (hereinafter “BNSS”) [earlier Section 482 of the Code of Criminal Procedure, 1973 (hereinafter “Cr.P.C.”)] has been filed by the petitioners praying for quashing of FIR bearing No. 0135/2019 dated 25th March, 2019 registered at Police Station Baba Haridas Nagar, New Delhi for offences punishable under Sections 498A/506/34 of the Indian Penal Code, 1860 (hereinafter “IPC”).

2. The brief facts of the case are that the marriage between the petitioner No. 1 and respondent No.2 got solemnized on 19th February, 2006 at Delhi according to Hindu rites and ceremonies but due to some temperamental



differences between them, they started living separately.

3. Despite several efforts of reconciliation, both the parties could not settle their differences. Therefore, respondent No.2 filed a complaint dated 25th January, 2018 with the CAW Cell which led to the registration of the aforesaid FIR on 25th March, 2019 against the petitioners.

4. Subsequently, with the intervention of family members and relatives, both the parties entered into settlement before the Counselling Cell, Family Courts, Dwarka *vide* Compromise Deed dated 20th November, 2020. The terms and conditions of the said settlement are mentioned in the Compromise Deed dated 20th November, 2020 which is annexed as Annexure-B to the petition.

5. In terms of the aforesaid deed, the parties agreed to dissolve their marriage by mutual consent under Section 13-B (2) of the Hindu Marriage Act, 1955 and the copy of the decree of divorce is annexed as Annexure-A to the petition.

6. It is submitted that respondent No.2 has settled all her claims in respect of her dowry articles, stridhan, marriage expenses, jewellery, gift items and claims of past, present and future maintenance with the petitioner for a sum of Rs. 22, 50,000/- against all disputes of any nature whatsoever. It is submitted that the respondent No. 2 has already received a sum of Rs. 17,50,000/- as per the terms of the Compromise Deed dated 20th November, 2020 and the remaining amount of Rs.5, 00,000/- was agreed to be paid at the time of quashing of the FIR..

7. In view of the same, the petitioner No.1 has handed over a Demand Draft bearing No.871973 for the balance amount of Rs.5,00,000/- dated 14th October, 2024 in the name of respondent No.2 today in the Court.



Consequently, the respondent No.2 has verified the particulars of the Bankers Cheque to her satisfaction and stated them to be correct. In addition to that, she has also prayed that the petitioner No. 1 shall pay an additional amount of Rs. 25,000/- for quashing of the instant FIR as there has been some delay in paying Rs. 17,50,000/- as per the terms of the Compromise Deed dated 20th November, 2020.

8. Thereafter, the petitioner No. 1 undertakes that he shall deposit Rs. 25,000/- within three days in the account of respondent No. 2.

9. The petitioners are present before this Court and have been identified by their counsel, Mr. Suresh Kumar, Advocate and Investigating Officer SI Deshraj, Police Station Haridas Nagar, New Delhi. The respondent no. 2 is also present in person before this Court and has been identified by her counsel and the Investigating Officer.

10. On the query made by this Court, respondent No.2 has categorically stated that she has entered into compromise on her own free will and without any pressure. It is also stated by respondent No.2 that the entire dispute has been amicably settled between the parties. The parties also undertook that they shall abide by the terms and conditions of the Settlement Agreement arrived at between the parties.

11. Therefore, it is prayed that the instant FIR be quashed on the basis of Compromise Deed dated 20th November, 2020 and as per the judgments of the Hon'ble Supreme Court passed in ***Gian Singh vs. State of Punjab, (2012) 10 SCC 303*** and ***Parbathbhai Aahir @ Parbathbai vs. State of Gujarat, (2017) 9 SCC 641***.

12. Learned APP for the State submitted that there is no opposition to the prayer made on behalf of the petitioners seeking quashing of the FIR in



question in view of the settlement arrived at between the parties.

13. Heard learned counsel for the parties and perused the record.

14. The instant criminal proceedings in respect of non-compoundable offences are private in nature and do not have a serious impact on the society especially when there is a settlement/compromise between victim and accused. In such cases, it is settled law that High Court is also required to consider the conduct and antecedents of the accused in order to ascertain that the settlement has been entered into by her own free will and has not been imposed upon her by the petitioner or any person related to him. In the present case, the complainant is present in Court and has categorically stated that she has entered into compromise and settled the entire disputes amicably with the petitioners by her own free will without any pressure or coercion. There is also no allegation from respondent no.2 that the conduct and antecedents of petitioners have been bad towards her after the compromise.

15. In the case of *State of Madhya Pradesh vs. Laxmi Narayan and Ors.*, (2019) 5 SCC 688, the Hon'ble Supreme Court held that the powers conferred under Section 482 of the Cr.P.C, can be exercised by the Courts to quash the criminal proceedings featuring non-compoundable offences, when the matter arises out of matrimonial or family disputes. Moreover, it is pertinent to satisfy the Court that the said non-compoundable offences are private in nature and does not have a serious impact on the society.

16. Furthermore, it was observed by the Hon'ble Supreme Court in the case of *Ramgopal and Ors. Vs. The State of Madhya Pradesh*, 2021 INSC 568, that the extraordinary power enjoined upon the High Courts under Section 482 of Cr.P.C. can be invoked even when such a case falls within



the ambit of non-compoundable offences given that the Court must be satisfied that the nature of the offence does not impact the conscious of the society and that the compromise between the parties is voluntary and amicable.

17. In the instant case, as stated above, the parties have reached on the compromise and amicably settled the entire disputes without any pressure.

18. In view of the settlement arrived at between the parties and the law laid down by the Hon'ble Supreme Court, the present petition is allowed. Accordingly, FIR bearing No. 0135/2019 dated 25th March, 2019 registered at Police Station Baba Haridas Nagar, New Delhi for offences punishable under Sections 498A/506/34 of the IPC, chargesheet and all consequential proceedings emanating therefrom are quashed, subject to deposition of additional Rs. 25,000/- within three days in the account of respondent no. 2 as undertaken before this Court.

19. The petition alongwith pending applications, if any, stand disposed of.

CHANDRA DHARI SINGH, J

OCTOBER 28, 2024

gs/sm

Click here to check corrigendum, if any