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

+ **CRL.M.C. 6919/2024**

SH. PARDEEP & ORS.

.....Petitioners

Through: Mr. Ghanender Singh, Ms. Yamini
Sharma, Ms. Mamta Sarna, Advs.
with the petitioners.

versus

THE STATE (NCT OF DELHI) & ANR.

.....Respondents

Through: Ms. Kiran Bairwa, APP for the State
with SI Sneha, PS Baba Hari Dass
Nagar
Respondent No-2 is present

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

03.09.2024

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1. The Present petition has been filed under section 482 Cr.P.C for quashing of FIR 503/2019 registered under Section 498A/34 IPC at PS Baba Haridas Nagar, Delhi and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 29.01.2017 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 arrived at Mediation Centre, Dwarka Courts, New Delhi dated 12.07.2024.

4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved vide decree of divorce dated 31.05.2024 passed by learned Principal Judge, Family Courts, west, Tis Hazari Courts.
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.503/2019 registered under Section 498A/34 IPC at PS Baba Haridas Nagar, Delhi and all the other proceedings emanating therefrom.
6. I have gone through the settlement arrived at Mediation Centre, Dwarka Courts, New Delhi dated 12.07.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

6. After mutual discussions, both the parties have voluntarily, peacefully and amicably settled all their disputes without any coercion, pressure, undue influence, force, misrepresentation or mistake, with respect to the present complaint on the following terms and conditions:-

a) The applicant/wife and the respondent/husband shall seek divorce by mutual consent.

b) The respondent/husband shall pay a sum of Rs. 10,00,000/- (Rupees ten lacs only) to the applicant/wife towards full and final settlement of all her claims regarding permanent alimony, stridhan and maintenance (past,



present and future).

c)The settled sum of Rs. 10.00,000/- (Rupees ten lacs only) shall be paid by the respondent/husband to the applicant/wife in three installments by way of demand draft, as under:

(i)First installment of Rs. 4,00,000/- (Rupees four lacs only) shall be paid by the respondent/husband to the applicant/wife at the time of recording of their joint statement in the first motion petition u/s.13-B(1) of HMA, which shall be jointly filed by both the parties, on or bellare 26.04.2024.

(ii)Second installment of Rs. 4,00,000/- (Rupees four lacs only) shall be paid by the respondent/husband to the applicant/wife at the time of recording of their joint statement in the second motion petition u/s.13-B(2) of HMA. Both the parties shall move second motion petition for divorce within fifteen days of expiry of the minimum statutory period or any time sooner as per law.

(iii)Third installment of Rs. 2,00,000/- (Rupees two lacs only) shall be paid by the respondent/husband to the applicant/wife at the time of quashing of FIR No 503/2019, State Vs. Pradeep Dahiya & Ors, P.S. Baba Haridas Nagar, U/s 498A/406/34 IPC, before the Hon'ble High Court of Delhi. Respondent/husband Sh. Pradeep Dahiya @ Pardeep Sio Sh. Prakash Chander; Sh. Prakash Chander Slo Late Sh. Guljari Lal; Smt. Shilla Devi W/o Sh. Prakash Chander; Sh. Deepak S/o Sh. Prakash Chander; Ms. Rakhi W/o Sh. Deepak, shall move appropriate petition(s) for quashing of abovesaid FIR, before the Hon'ble High Court of Delhi, within one month from the grant of decree of divorce by mutual consent. The complainant/wife Ms. Komal, in the abovesaid FIR undertakes to appear before the Hon'ble High Court of Delhi to sign the necessary affidavits, NOC and to cooperate in getting the said proceedings quashed. It has been apprised to the parties that if the parties move



quashing petition, then the quashing of the present FIR is the discretionary power of the Hon'ble High Court of Delhi. All the claims have been settled in totality for quashing of above mentioned FIR and proceedings emanating therefrom qua all person(s)/respondent(s) named in the abovesaid FIR.

7. Both parties shall withdraw their respective cases before filing of second motion petition u/s.13-B(2) of HMA.

8. It is agreed between the parties that if the applicant/wife violates the terms and conditions of this settlement, then the applicant/wife shall refund double the amount paid by respondent/husband to her and if the respondent/husband violates the terms and conditions of this settlement, then the amount already paid by the respondent/husband to applicant/wife shall be forfeited.

9. It is further agreed between the applicant/wife and the respondent/husband that they would not file any case in future against each other and /or their respective family members in connection with this marriage. Both the parties will not be left with any grievance against each other as well as their respective families.

10. Both the parties shall make appropriate statements before the concerned courts and shall cooperate with each other in all the legal proceedings, so

as to give effect to this settlement.

11. In case any party does not abide by the terms and conditions of this settlement, the other party shall be at liberty to take appropriate action as per law.

12. The parties shall be bound by the terms and conditions as mentioned above.

13. Both the parties shall bear their respective cost of litigation.



14. By signing this settlement, both the parties state that they have no further dispute against each other in respect of the present case and the above mentioned connected cases and all the disputes and differences in this regard have been amicably settled by them during the mediation.

15. The contents of the settlement have been explained to both the parties in Hindi and they have understood the same. Both the parties undertake that they have consented and signed the above settlement after going through and understanding its contents and they have settled the dispute between themselves of their own free will and without any coercion, pressure, undue influence, force, misrepresentation or mistake from any quarter.”

7. *The total settlement amount in terms of settlement dated 12.07.2024 is Rs,10,00,000/-. Today, as per settlement deed, a demand draft bearing DD No. 998253 dated 23.07.2024 drawn on SBI of Rs.2,00,000/- in the name of Komal 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 vide decree of divorce dated 31.05.2024 passed by learned Principal Judge, Family Courts, west, Tis Hazari Courts, she has no objection if 503/2019 registered under Section 498A/34 IPC at PS Baba Haridas Nagar, Delhi 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, 503/2019 registered under Section 498A/34 IPC at PS Baba Haridas Nagar, Delhi and all the other proceedings emanating therefrom.
12. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 3, 2024

Pallavi/DG