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

+ CRL.M.C. 60/2024

RAMPHAL & ORS.

..... Petitioners

Through: Mr. Vineet Jain, Advocate alongwith
petitioners in person.

versus

STATE & ANR.

..... Respondents

Through: Mr. Sunil Kumar Gautam, APP for
the State.
SI Anjana, PS Delhi Cantt.
R-2 and 3 in person.

CORAM:

HON'BLE MR. JUSTICE AMIT SHARMA

ORDER

28.05.2024

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1. The present petition filed under Section 482 Cr.P.C. seeks quashing of FIR No. 29/2016, under Sections 498A/406/34 of the IPC, registered at P.S. Delhi Cantt. and all other consequential proceedings emanating therefrom, including the chargesheet pending before the Court of Ms. Akanksha Garg, learned Metropolitan Magistrate, Patiala House Courts, Delhi.
2. Amended memo of parties has been filed and the same is taken on record. Respondents no. 2/complainant and respondent no. 3, husband of respondent no. 2/complainant, who are since living together, at their matrimonial home, are impleaded as parties in the present petition.
3. Learned counsel appearing on behalf of the petitioners submits that the present petition has been filed at the instance of the in-laws of respondent no. 2 for the quashing of the aforesaid case FIR and during the course of the present proceedings parties were referred to Delhi High Court Mediation and Conciliation Centre, in pursuance of which an agreement



dated 21.05.2024 has been arrived at between the petitioners and respondent no. 2 herein, wherein it has been recorded as under:-

- “1. That the parties herein have agreed that they shall get the Quashing done with respect to the FIR bearing no. 29/2016, in U/s 498- A/406/34 IPC registered at PS-Delhi Cantt. as per mutual consent and as per the present Memorandum of Understanding / Settlement Deed and for which the Second Party has agreed to file her Affidavit / NOC before the Hon'ble Court.
2. That it is agreed between the parties that the second party shall continue to reside in her matrimonial home i.e. H.No -F -91 (portion of Ground Floor) Gali No -8 Rajapuri Vishwas Park , Delhi - 110059 without any interference and obstruction from the side First Party .The First party has also assured to the second party that the first party shall leave the space of minimum 3 foot in the corridor of ground floor being used by first party for parking purpose , for the exclusive passage of second party and her family members . It is undertaken by the first party that they will use and occupy the corridor for parking purposes after leaving the space of 3 foot for the exclusive passage of second party.
3. That it is Further agreed between the parties that second party and her family members shall have all right to access her portion / passage for their use and occupation without any interference/ hindrances from the first party.
4. That it is further agreed between the parties that they shall live peacefully in their respective portions of property bearing no . F -91 Gali No -8 Rajapuri Vishwas Park , Delhi -110059 without creating any hindrances / obstruction for each other and shall co-operate with each other to use and enjoy their respective portion of the property .
5. That it has further been agreed by the Second Party that she will cooperate to the First Party in quashing of the above said FIR and shall appear before the Hon'ble High Court of Delhi, New Delhi and shall give her statement in this regard.
6. That all the parties have put their signatures on this Memo of Understanding / Settlement Deed at their free will and without any pressure from any corner.
7. That all the parties have read and understood the contents of the present Agreement and after fully understanding have put their hands on this Agreement in presence of their family member, relatives and other respectable members of the Society.
8. The Parties hereto further undertake to withdraw all the pending cases/complaints/proceedings, if any, arising out the aforesaid



matrimonial discord which is not specifically mentioned hereinabove and which may not be in the knowledge of the Parties. With the signing of the present Settlement Agreement the same shall be deemed to have been withdrawn.

9. The Parties agree that with the signing of the present Settlement Agreement and subject to its compliance, all their claims against each other shall stand fully satisfied on compliance of the terms agreed herein. The Parties further agree that on implementation of the terms of the present Settlement Agreement they shall not make any further claims/complaints against each other or their family members in the future.

10. The contents of the present Settlement Agreement have been read over and explained to the Parties and in their vernacular language Hindi and they have understood the contents of the same and agree to be fully bound by the terms stipulated herein this Settlement Agreement.

11. The Parties hereto confirm that the present Settlement Agreement has been signed by them after going through and understanding the contents herein without any pressure or coercion from any corner whatsoever.

12. The Parties agree to give an undertaking to the Hon'ble court to be bound by the terms and conditions agreed herein and also be held for contempt of court under the Contempt of Courts Act in case of violation of any of the agreed terms stipulated herein.”

4. Petitioners, complainant/respondent no. 2 and respondent no. 3 are present before the Court and have been duly identified by the Investigating Officer, SI Anjana, P.S. Delhi Cantt. It is pointed out that the respondent no. 3, husband of the respondent no. 2/complainant, was also chargesheeted in the present FIR, however, thereafter he had amicably resolved the differences with respondent no. 2/complainant and had started residing with her at their matrimonial home.

5. The complainant/respondent No. 2 states that the matter has been settled with the petitioners and respondent no. 3 (respondent no.2's husband) and she has no objection if the FIR, alongwith the proceedings emanating therefrom, is quashed. The parties have undertaken to abide by their reciprocal obligations as per the terms of aforesaid settlement agreement.



6. In view of the settlement between the parties, learned APP for the State also has no objection if the present FIR is quashed.

7. In *Gian Singh v. State of Punjab*, (2012) 10 SCC 303, the Hon'ble Supreme Court has recognized the need of amicable resolution of disputes by observing as under:-

“61. ... In other words, the High Court must consider whether it would be unfair or contrary to the interest of justice to continue with the criminal proceedings or continuation of criminal proceedings would tantamount to abuse of process of law despite settlement and compromise between the victim and the wrongdoer and whether to secure the ends of justice, it is appropriate that criminal case is put to an end and if the answer to the above question(s) is in the affirmative, the High Court shall be well within its jurisdiction to quash the criminal proceeding.”

8. In view of the aforesaid circumstances, and the fact that the parties have put a quietus to the dispute, no useful purpose will be served in continuing with the present FIR No. 29/2016, under Sections 498A/406/34 of the IPC, registered at P.S. Delhi Cantt. and all other consequential proceedings emanating therefrom, including the chargesheet pending before the Court of Ms. Akanksha Garg, learned Metropolitan Magistrate, Patiala House Courts, Delhi.

9. In the interest of justice, the petition is allowed, and the FIR No. 29/2016, under Sections 498A/406/34 of the IPC, registered at P.S. Delhi Cantt. and all other consequential proceedings emanating therefrom, including the chargesheet pending before the Court of Ms. Akanksha Garg, learned Metropolitan Magistrate, Patiala House Courts, Delhi, is hereby quashed.

10. Petition is allowed and disposed of accordingly.



11. Pending application(s), if any, also stand disposed of.

AMIT SHARMA, J

MAY 28, 2024/sn

Click here to check corrigendum, if any