



\$~55

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 7002/2024**
SUMIT CHAUHAN & ORS.Petitioners

Through: Mr. Alok Kumar Gupta, Adv. with
petitioners.

versus

STATE NCT OF DELHI AND ANRRespondents
Through: Ms. Kiran Bairwa, APP for State and
SI Narender, PS Vikaspuri.
Ms. Neha Gupta, Adv. with R-2.

CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER
05.09.2024

%

CRL.M.A. 26723/2024

1. Exemption allowed, subject to all just exceptions.
2. Application stands disposed of.

CRL.M.C. 7002/2024

3. The Present petition has been filed under section 528 BNSS for quashing of FIR No. 551/2016 dated 31.08.2016 registered under Section 498A/406/34 IPC at PS Vikaspuri and all the other proceedings emanating therefrom.
4. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 05.12.2012 in accordance with the Hindu Rites and Ceremonies and one girl child namely Charvee was born out of the said wedlock on 25.08.2013. 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.

5. 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 29.08.2023 in the Court Learned Judge of the Family Courts in Saket (South-East) New Delhi.
6. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 07.06.2024 as per law. The child, namely Charvee is under the care and custody of Respondent no. 2 and Father/petitioner has the visitation rights.
7. 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. 551/2016 dated 31.08.2016 registered under Section 498A/406/34 IPC at PS Vikaspuri and all the other proceedings emanating therefrom.
8. I have gone through the settlement agreement dated 29.08.2023 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 sum of Rs. Seven Lakhs Only as full and final settlement against stridhan, dowry and maintenance



(past, present and future) qua this marriage.

3. It is further agreed between the parties that husband will pay FDR of Rs. 2 Lakhs Only in the name of daughter namely Charvee for the period of 8 years and nominee of this FDR will be Sapna (Mother) to the wife at the time of recording of statement of First motion.

4. It is further agreed between the parties that husband will pay FDR of Rs. 3 Lakhs Only in the name of daughter, namely Charvee for the period of 8 years and nominee of this FDR will be Sapna (Mother) to the wife at the time of recording of statement of Second motion.

5. It is further agreed between the parties that the 1st motion petition shall be filed on or before 30 September 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.

6. It is further agreed between the parties that petitioner/respondent will withdraw the case which is pending in the court of;

(A) Sh. Kuldeep Narayan, Ld. Judge Family Courts, South-East, Saket - New Delhi. At the time of recording of statement of First Motion.

(B) Domestic Violence case no. MC/126/2019 and two executions EX CRL/530/2019 AND EX CRL/14/2023 pending before the court of Ms. Kritika Jain, MM, Mahila Court, Dwarka...

(C) Petitioner u/s 200 CRPC pending before the court of Ms. Shikha Chahal, MM, Saket, New Delhi.

7. It is further agreed between the parties that Sumit Chauhan / petitioner shall pay Rs. 2 Lakhs only to the Sapna / Respondent at the time of quashing of FIR NO.



551/2016 u/s 498A/406/34 IPC.PS Vikas Puri in the Hon'ble High Court of Delhi within one month after Second motion and Respondent/ Sapna shall cooperate and sign the entire necessary affidavits & do the needful in the quashing of the said FIR.

8. There is one girl child namely Charvee from this Wedlock who is living with her mother. It is agreed between the parties that the custody will be with the mother. It is further agreed between the parties that father will have visitations rights according to the convenience of both the parties as well as the Child.

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

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

11. 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.

12. 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/Petitioner or his family members in future for herself.

13. 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. In case of breach committed by either party, after first motion, he or she will be subjected to the consequences of the breach as per the Law.



14. 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.”

9. As per settlement, a demand draft bearing DD No. 578203 dated 02.08.2024 Rs.Two Lakhs in the name of Sapna drawn from Punjab National Bank is handed over to the respondent No.2 in the Court. Respondent No. 2 states that she has received the entire settlement amount.
10. 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.
11. Both parties are present in court and have been duly 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 07.06.2024 as



per law, she has no objection if FIR No. 551/2016 dated 31.08.2016 registered under Section 498A/406/34 IPC at PS Vikaspuri and all the other proceedings emanating therefrom are quashed.

12. 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.
13. In view of the above, FIR No. 551/2016 dated 31.08.2016 registered under Section 498A/406/34 IPC at PS Vikaspuri and all the other proceedings emanating therefrom are quashed. Joint statement recorded separately stating that this shall not bind the legal rights, title, and interest of the child namely Charvee born on 25.08.2013, in any manner. Child namely Charvee shall be at liberty to pursue her legal rights in accordance with law.
14. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 5, 2024/AR/NA..