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

+ **CRL.M.C. 7003/2024**

PRADEEP (HUSBAND) & ORS.

.....Petitioners

Through: Mr. Akhilesh Yadav, Mr. Nitin, Advs.
with the petitioners.

versus

THE STATE (G.N.C.T. OF DELHI) & ANR.

.....Respondents

Through: Ms. Kiran Baiwa, APP for the State
with SI Gurtej Singh, PS J P Kalan.
Mr. Harvinder Singh, Adv. for R-2
with R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

% **05.09.2024**

CRL.M.A. 26724/2024 (exemption)

Exemption is allowed subject to the all just exceptions.

Application stands disposed of.

CRL.M.C. 7003/2024

1. The present petition has been filed seeking quashing of case FIR No. 0271/2023 registered at PS Jaffarpur Kalan under Sections 498A/406/34 IPC and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 18.04.2018 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 since 08.06.2022 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 vide MOU dated 16.04.2024.
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 17.05.2024 in HMA No. 1462/2024 passed by learned Principal Judge, Family Court, Dwarka Courts, New Delhi.
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. 0271/2023 registered at PS Jaffarpur Kalan under Sections 498A/406/34 IPC and all the other proceedings emanating therefrom.
6. I have gone through the settlement deed dated 16.04.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

1. That the joint statements of petitioner no. 1/first party and petitioner no. 2/second party was recorded and the first motion was held on dated 27.01.2024 before Hon'ble Court of Ms. Sarita Birbal, Principal Judge Family Court, Dwarka, New Delhi

2. The petitioner no.1/first party shall pay to the petitioner no.2/second party a full and final amount of Rs.2,00000/- (Rupees Two Lakh only) and jewellery (one gold ring, one pair of gold earrings (Bali) as permanent alimony(present, past and future including Istridhan) to the petitioner no.2/second party, and whereas at the time of the recording of the statement of the first motion petitioner no. 1/ first



party paid 1,00000/- to petitioner no.2/second party and the remaining payment i.e 1,00,000/- and jewellery will pay at the time of second motion.

3. That it is also agreed between the parties that after this settlement, the Petitioner no.2/second party shall not file any claim right, title or interest in the movable or immovable property of the Petitioner no.1/first party.

4. That the Petitioner no.2/second party undertakes that she will not claim any maintenance or alimony (present, past or future) to the petitioner no. 1/first party/Husband or in any other manner whatsoever.

5. That the petitioner no.2/second party undertakes that after recording the statement of second motion for mutual divorce, she shall cooperate with petitioner no. 1/first party for quashing the FIR bearing 271/2023 under section 498/A/406/34 IPC, P.S. Jaffarpur Kalan.

6. That no other case relating to the present matter has been filed by the parties against each other and if any litigation is pending, then the same shall be treated as withdrawn by the both parties to this MOU/Settlement.

7. That both the parties shall cooperate in every manner possible and as advised under Law including filing of Petition, making statements on oath before the Court and shall do all such acts and deeds required in accordance with law and for getting the marriage dissolved by decree of divorce by way of Mutual Consent.

8. That as per the settlement, it is further agreed between the parties that in case any of the parties does not abide by the terms and conditions of this settlement, other party shall be at liberty to take appropriate action as per Law.

9. That it is further agreed between the parties to this petition that after this settlement, there will be nothing due against each other or their family members qua this



marriage and it is further agreed between them that they will not file any litigation against each other or their family members in future.

10. That both the parties to this petition have mutually agreed that their marriage be dissolved by the decree of divorce by mutual consent U/s 13-B of Hindu Marriage Act, 1955.

11. That the mutual consent of the parties have not been obtained by force, fraud, coercion or undue influence etc. and both the parties will abide by the terms and conditions of the above statement.

12. That after executing the said M.O.U both the parties shall dissolve their marriage and are free to live independently and are free to solemnize their marriage as per their respective wishes, wills and volitions.

13. That both the parties undertake to abide by the terms elaborated in this Memorandum of Understanding. That with this Memorandum of Understanding now there shall remain no more dispute, differences, claim or counter claims between the parties.

14. That this Memorandum of Understanding has been executed voluntarily by both the parties on their own free Will and record without any pressure, inducement, force, compulsion or threat whatsoever.

15. That the parties to this Memorandum of Understanding are of sound health and mind. They understand all the pros and cons of their sets, conducts and its connected implications.

16. That both the parties are bound to the terms and conditions of this M.O.U. Dated. 06.04.2024.

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7. The total settlement amount in terms of settlement vide MOU dated 16.04.2024 is Rs. 2,00,000/-. 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 17.05.2024 in HMA No. 1462/2024 passed by learned Principal Judge, Family Court, Dwarka Courts, New Delhi and she has no objection if FIR No. 0271/2023 registered at PS Jaffarpur Kalan under Sections 498A/406/34 IPC 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, FIR No. 0271/2023 registered at PS Jaffarpur Kalan under Sections 498A/406/34 IPC and all the other proceedings emanating therefrom are quashed.
12. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 5, 2024
Pallavi/HT