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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 7056/2024, CRL.M.A. 26956/2024**
GAGANDEEP SINGH JUNEJA & ORS.Petitioners

Through: Ms. Nidhi Banga, Mr. Nishant
Kumar, Advs. with the petitioner

versus

THE STATE NCT OF DELHI AND ANRRespondents
Through: Mr. Satish Kumar, APP for the State
with SI Narender, PS Vikaspuri
Mr. Vivek Luthra, Mr. Rithwik
Chawla, Mr. Daksh Tikoo, Mr.
Himanshu Sood, Advs. with R-2

CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

% **ORDER**
06.09.2024

CRL.M.A. 26956/2024

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

CRL.M.C. 7056/2024

3. The Present petition has been filed under section 528 BNSS for quashing of FIR No. 0644/2022 dated 25.12.2022 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 17.02.2018 in accordance



with the Sikh 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 30.09.2021 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 19.04.2024.
6. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 27.07.2024 as per law.
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. 0644/2022 dated 25.12.2022 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 19.04.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. That as per this Settlement, both the PARTIES have exchanged respective dowry items and nothing remains to be exchanged further. As per Settlement Agreement, both PARTIES shall not claim any item with respect to dowry in future.

2. That the FIRST PARTY has foregone her past, present, and future OF future after the signing of the present Settlement Agreement. maintenance as per the mutual agreement between



the PARTIES and she shall not claim any alimony or maintenance from the SECOND PARTY in future after signing of the present Settlement Agreement.

3. That as per the Settlement, the FIRST PARTY and the SECOND PARTY shall approach the court of competent jurisdiction Dwarka Courts, Delhi for filing a decree of divorce by mutual consent by way of filing a joint petition under Section 13-B(1) and 13-B(2) of Hindu Marriage Act, 1955 and other required applications after signing of the present Settlement Agreement.

4. That it is further agreed between the PARTIES that the first motion for a decree of divorce through mutual consent under Section 13-B(1) of the Hindu Marriage Act, 1955, shall be filed within 10 days from the date of signing of this Settlement Agreement, and, thereafter, the second motion shall be filed within 10 days after the first motion is allowed with the relevant application for waiver of the statutory period for filing the second motion as per law, thereby requesting the Hon'ble Court to consider the future of the PARTIES and thus for early disposal of the case.

5. That both PARTIES shall undertake to cooperate in filing the petitions under Section 13-B(1) and 13-B(2) of the Hindu Marriage Act, 1955, for dissolution of marriage by way of a decree through mutual consent divorce. Both the PARTIES shall extend cooperation in filing the petitions and presenting it before the Court and shall be presented on the designated date and time for the recording of their statement.

6. That the FIRST PARTY agrees that she shall cooperate with the SECOND PARTY in filing the appropriate application(s) and signing the affidavit(s) etc., for quashing FIR No. 644/2022 dated 25.12.2022, registered under Sections-498A/406/34 IPC against the SECOND PARTY and his family members and appear as and when directed before the Hon'ble High Court for giving her statement for the same.

7. That the PARTIES agree that with the signing of the present



Settlement Agreement and subject to its compliance by each party, all proceedings/ cases/complaints filed known/unknown before any authority/courts/forums shall be deemed to be withdrawn as settled as per the aforesaid agreed terms and PARTIES undertake not to continue the prosecution of the same.

8. That the PARTIES further agree that they shall not resile from the terms of this Agreement nor they will indulge in activities which shall either make the Agreement repugnant or redundant or otiose.

9. That the PARTIES would at a liberty to initiate appropriate proceedings against the erring PARTIES before the competent court of law if any of the PARTIES breach the obligations, terms & conditions arising out of this Settlement Agreement.

10. That the PARTIES undertake that they are bound by this Settlement Agreement and further undertake to abide by the terms and conditions set out in the Agreement and not to dispute the same hereinafter future either themselves or through any third party.

11. That the PARTIES also agree not to speak ill about each other or their respective family members in their social circle(s), in person and/or through social media like WhatsApp, Facebook, Instagram etc.

12. That the PARTIES agree that they shall appear before the appropriate court during the hearing to make their statements in terms of the present Settlement Agreement.

13. That the PARTIES agree that they shall not initiate any proceedings civil or criminal arising out of their personal marital discard and shall live and let others live in peace.

14. That the Settlement Agreement between the PARTIES has been arrived out of mutual agreement and discussion without any kind of pressure, coercion or threat whatsoever.



15. That the contents of the present Settlement Agreement have been read over to all the PARTIES in their vernacular language (Hindi) and they have understood and agreed the same.”

9. 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.
10. 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 on 27.07.2024 as per law, she has no objection if FIR No. 0644/2022 dated 25.12.2022 registered under Section 498A/406/34 IPC at PS Vikaspuri and all the other proceedings emanating therefrom.
11. 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.

12. In view of the above, FIR No. 0644/2022 dated 25.12.2022 registered under Section 498A/406/34 IPC at PS Vikaspuri and all the other proceedings emanating therefrom are quashed.
13. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 6, 2024

JN/NA..