



\$~53

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

+ CRL.M.C. 7128/2024, CRL.M.As.27176/2024 & 29768/2024

PRAVEEN KUMAR & ORS.

.....Petitioners

Through: Mr. Harsh Kumar, Ms. Sikha Gogoi
and Mr. Neel Kr. Sharma, Advts. with
petitioners in person.

versus

STATE OF NCT OF DELHI AND ANR.

.....Respondents

Through: Ms.Kiran Bairwa, APP for the State
Respondent no.2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

03.10.2024

%

1. The present petition has been filed for quashing of case FIR no.0073 dated 04.02.2019 registered under Section 498A/406/34 IPC at PS Welcome, Dist. North East, Delhi, all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 23.11.2016 in accordance with the Hindu Rites and Ceremonies. No child was born out of the wedlock. However, on account of temperamental differences and mental incompatibility, the parties started living separately since the year 2017 and instituted multiple litigations against each other and their respective families including the present FIR. He submits that the chargesheet, in this case, has already been filed and the matter is



pending before the Learned MM, Karkardooma Courts, New Delhi.

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 dated 09.08.2024 at Delhi High Court Mediation and conciliation Centre As per the settlement it has been agreed between the parties that the petitioner shall pay a sum of Rs. 5,00,000/- (Five Lakh) in full and final settlement of the entire dispute to respondent no. 2/complainant.
4. The husband in HMA No.792/2022 was granted *ex-parte* decree for dissolution of marriage vide order dated 20.01.2024. The same has been accepted by the respondent no.2 in the settlement agreement.
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.0073 dated 04.02.2019 registered under Section 498A/406/34 IPC at PS Welcome, Dist. North East, Delhi, and all the proceedings emanating therefrom.
6. The petitioners and respondent no.2 state that they have entered into the settlement agreement dated 09.08.2024 on the following terms and conditions:

(i) The First Party has already paid an amount of Rs.50,000/- (Rupees Fifty Thousand Only) to the Second Party through IMPS bearing Reference ID

No. 42130711583 dated 31.07.2024 at the time of withdrawal of the Criminal Complaint Case being CT No. 5186/2018 registered under Section 12 & 23 of Domestic Violence Act, 2005 by the Second Party before the concerned Shahdara Court, Delhi on 31.07.2024.



(ii) It is agreed between the parties that the First Party shall withdraw the present CM(M) No. 1174/2022 on or before 24.09.2024 and at the time of withdrawal of the said petition, an amount of Rs.1,00,000/- (Rupees One Lakh Only) shall be paid by the First Party to the Second Party by way of a Demand Draft before this Hon'ble Court.

(iii) It is agreed between the parties that the First Party shall pay the remaining amount of Rs.3,50,000/- (Rupees Three Lakh Fifty Thousand Only) by way of a Demand Draft to the Second Party at the time of quashing of FIR No.73/19 under Section 498A/406/34 of IPC and 4 DV Act registered with PS Welcome, Shahdara, Delhi before this Hon'ble Court.

(iv) That it is agreed between the parties that the First Party shall file the petition for quashing of FIR No. 73/19 under Section 498A/406/34 of IPC and 4 DV Act registered with PS Welcome, Shahdara, Delhi within 30 days from the date of signing of this Settlement Agreement and the Second Party agrees and undertakes to cooperate with the First Party for quashing of the above said FIR.

3. That it is agreed and undertaken by the Second Party that she accepts the decree of divorce passed by Sh. Devende Kumar Judge, Family Court-01, District Shahdara Karkardooma Courts, Delhi and shall abide by the said decree of divorce.

4. That the Second Party agrees and undertakes that she shall have no claim for past, present and for future maintenance, stridhan, permanent or temporary alimony against the First Party and/or his family members subject to the fulfillment of all the terms of this Settlement Agreement. The Parties agree not to assert any claims or causes of action of any nature whatsoever against each other and/or their family members in the future, including any immovable or movable property of each other or their family members, whether self-acquired, HUF or ancestral, under any circumstances now or in future, subject to fulfillment of terms and conditions of the present Settlement Agreement.

5. That the Parties agree that they shall not interfere in each other's life and do not have any grievance against each other. In view of the same, they have further undertaken that they shall not level any allegations against each other or each other's family



members or cause not to act in a manner so as to harm the reputation and image of each other, in the family or at their work place or in the society at large.

6. That both the parties agree to delete/dispose off from their possession including electronic gadgets, e-space pictures, audio/video recordings or any other personal items. The Parties also agree that both of them shall not misuse the same in future against each other for any known/unknown purpose or object.

7. The Parties agree and undertake that they have entered into the present Settlement Agreement on their own free will, without force or coercion and will abide by the terms and conditions of the present Settlement Agreement.

8. The parties agree that they shall appear before the Hon'ble Court during the physical / virtual hearing to make their statements in terms of the present Settlement Agreement.

9. By signing and executing the present Settlement Agreement, the Parties state that they have no further claims or demands against each other and all the disputes and differences in this regard have been amicably settled by the Parties through this Settlement Agreement.

10. 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 in future.

11. That the contents of the present Settlement Agreement have been read over and explained to the parties in their Vernacular by the Mediator and the parties agreed and understood the same.

7. A demand draft bearing No.514586 dated 30.08.2024 in the sum of Rs.3,50,000/- in the name of Jyoti Arya drawn on ICICI Bank has been handed over in court today to the complainant/Respondent no. 2.
8. 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 by a decree of divorce by order/judgment dated 20.01.2024, she has no objection if FIR No.0073 dated 04.02.2019 registered under Section 498A/406/34 IPC at PS Welcome, Dist. North East, Delhi, and all the proceedings emanating therefrom.

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) 5 SCC 226; ***Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another***, 2019 SCC OnLine Del 8179.
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.0073 dated 04.02.2019 registered under Section 498A/406/34 IPC at PS Welcome, Dist. North East, Delhi, and all the other proceedings emanating therefrom are quashed.
12. The present petition along with all the pending applications stands disposed of.



13. Next date of hearing i.e. 25.11.2024 stands cancelled.

DINESH KUMAR SHARMA, J

OCTOBER 3, 2024

rb/ht