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

+ **CRL.M.C. 7223/2024, CRL.M.A. 27575/2024**

DEEPAK AND ORS

.....Petitioners

Through: Mr. Alok Kr. Saxena, Adv.

versus

STATE NCT OF DELHI AND ANR

.....Respondents

Through: Mr. Kiran Bairwa, APP for the State
with SI Vicky Kumar, PS Wazirabad.
Mr. Gopal Sharma, Adv. for R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

11.09.2024

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CRL.M.A. 27575/2024 (exemption)

Exemption is allowed subject to all just exceptions.

CRL.M.C. 7223/2024

1. The present petition has been filed under Section 482 Cr. PC seeking quashing of FIR No. 0211/2021 registered at PS Wazirabad 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 11.03.2008 in accordance with the Hindu Rites and Ceremonies and two children, namely Yasthi aged about 12 years and Daanvi aged about 6 years, were born out of the said wedlock. 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.

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 06.08.2024.
4. Furthermore, the Learned Counsel for the petitioners submits that since the parties have resolved all their differences amicably and are both living together, therefore, it would be in the interest of justice to quash FIR No. 0211/2021 registered at PS Wazirabad under Sections 498A/406/34 IPC and all the other proceedings emanating therefrom.
5. I have gone through the settlement deed arrived on 06.08.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“On 01.08.2024 both the parties have resolved all their differences and disputes with the intervention of family, friends etc. and they have started residing with each other as husband and wife with their children.

Thus the differences between the parties has been removed and accordingly both the parties agreed to live together peacefully' without any allegation or counter allegations.

That the first party undertakes to cooperate in quashing of the aforesaid FIR from the Hon'ble High Court of Delhi by appearing and giving her respective NOC/affidavit/ signature etc.

That in future both the parties undertake not to initiate any kind of complaint /case etc.

That both the parties shall not violate the said memorandum of undertaking/settlement deed as per terms and conditions and both



the parties are bound by this M.O.U. and this M.O.U. is full and final settlement between the parties hereinafter the parties to this deed has no claim of whatsoever nature against each other or against their family.

That this MOU has been executed by the parties at their own free will and without any coercion or undue influence of any manner.

That both the parties are bound to remain in their statements as per the terms and conditions of the above said memorandum of undertaking/ settlement deed between the parties.

That this memorandum of undertaking /settlement deed is enforceable by law.

That both the parties shall follow the terms and conditions of the memorandum of undertaking/ settlement of deed.

That the contents of this MOU are read over to both the parties Sin vernacular by their counsels before signing the same and they have consented to the same.”

6. 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.**



7. 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 and as both the parties are peacefully residing together, she has no objection in FIR No. 0211/2021 registered at PS Wazirabad under Sections 498A/406/34 IPC.
8. 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.
9. In view of the above, FIR No. 0211/2021 registered at PS Wazirabad under Sections 498A/406/34 IPC and all the other proceedings emanating therefrom are quashed.
10. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 11, 2024

Pallavi/NA