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

+ **CRL.M.C. 7280/2024**

ANKIT SRIVASTAV & ORS.

.....Petitioners

Through: Mr. Ankit Mehta, Mr. Shubham
Kasana, Mr. Ashish, Advs. with
petitioners.

versus

STATE GOVT.OF NCT OF DELHI AND ANR.Respondents

Through: Ms. Kiran Bairwa, APP for State with
SI Ekta Yadav, PS Bindapur.
R-2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

% **13.09.2024**

CRL.M.A. 27790/2024

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

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3. The Present petition has been filed under section 528 BNSS for quashing of FIR No. 64/2023 dated 10.01.2023 registered under Section 498A/406/34 IPC at PS Binda Pur, Delhi and all the other proceedings emanating therefrom.
4. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 27.11.2020 in accordance with the Hindu Rites and Ceremonies and two child namely, daughter Shanaya (DOB 01.12.2022) and son Mirnak (DOB 19.04.2024) 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.

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 Memorandum of Understanding/Compromise Deed dated 09.09.2024 and are now residing together peacefully.
6. 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. 64/2023 dated 10.01.2023 registered under Section 498A/406/34 IPC at PS Binda Pur, Delhi and all the other proceedings emanating therefrom.
7. I have gone through the Memorandum of Understanding/Compromise Deed dated 09.09.2024 which has been placed on record. The of Understanding/Compromise Deed provides for the following terms and conditions:

“i) That the second party does not want to pursue the FIR no 64/2023, u/s 498-A/406/34, registered at PS Binda Pur, in further manner against the first party and has amicably settled all their disputes with each other.

ii) That the first party will file quashing petition before the Hon'ble High Court of Delhi, regarding quashing of the aforesaid FIR and the second party shall fully cooperate with first party in proceeding of quashing of aforesaid FIR.

iii) That the both party shall present themselves before the Hon'ble High Court of Delhi to make statement with regard



to the testimony of the present MOU/Compromise Deed.

iv) That after quashing of the aforesaid FIR, the both parties or their legal heirs will have no claim in respect of aforesaid FIR/incident in future against the both parties or their legal heirs.

v) That the present compromise deed/MOU is subject to the fulfillment of aforesaid terms and conditions:

-That first party sister should reside separately in other house.

That as per the Mediation Settlement Agreement arrived at Dwarka District Courts, Delhi, Mediation Centre, due to the sudden heart attack of the father of the first party namely Sh. Mansha Ram, the father and the mother is residing now with the since petitioner since 01.05.2024 and the second party is also not having any objection to the same as it is mutually agreed between both the parties till now.

- That as the father of the first party has suffered heart attack due to which the parents is residing with both the parties and the parents will be residing only for 3-4 months only and after that they will be residing separately on their own which both the parties have mutually agreed on this fact.

vi) That all the complaints, cases, etc. if any, filed by the both parties before any court of law, tribunal, forum, authority etc. or before the police station or in any other department or authority shall be treated as withdrawn as compromised and shall be treated as null and void after quashing the aforesaid FIR.

That both the parties have executed this MOU/compromise Deed voluntarily with free consent, without any pressure, threat, undue influence, coercion etc. in presence of their family members and attesting witnesses.”



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. Moreover, the petitioner no.1 and respondent no.2 had solemnized marriage and it is in interest of the society to settle and re-settle the family for their welfare. Therefore the Court in ***Kapil Gupta v. State (NCT of Delhi)*** 2022 SCC Online SC 1030 observed that the matrimonial dispute should be quashed in light of the new beginning for the distressed family.
10. Both parties are present in court and have duly been identified by the IO. Respondent No. 2 states that she is now peacefully living at her matrimonial home and further submits that she has entered the settlement voluntarily without any fear, force, or coercion.
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. 64/2023 dated 10.01.2023 registered under Section 498A/406/34 IPC at PS Binda Pur, Delhi 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 13, 2024/AR/KR..