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

+ **CRL.M.C. 7512/2024, CRL.M.A. 28642/2024**

NEERAJ & ORS.

.....Petitioners

Through: Mr.Manoj Godara and
Mr.B.R.Meena, advts. with
petitioners in person.

versus

STATE N C T OF DELHI & ANR.

.....Respondents

Through: Mr.Satish Kumar, APP for the State
Complainant in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

23.09.2024

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1. The Present Criminal Petition has been filed for quashing of case FIR no.676 dated 16.05.2022 registered under Section 498A/406/34 at PS Mangol Puri and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 02.03.2020 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 June 2020 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 arrived vide



settlement dated 02.11.2023.

4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved vide decree of divorce HMA. No. 1575/2024 in the Court of the Principal Judge, Family Court, Rohini Courts, New Delhi dated 03.07.2024 in accordance with the law.
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.676 dated 16.05.2022 registered under Section 498A/406/34 at PS Mangol Puri and all the other proceedings emanating therefrom.
6. I have gone through the settlement arrived vide settlement deed dated 02.11.2023 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“WHEREAS the parties hereto, namely the FIRST PARTY and the PARTY, have, of their own volition and accord, entered into SECOND Settlement. characterized by mutual amicability, following intervention and guidance by elder family members, thereby effectively resolving all existing disputes and contentions between them.

“WHEREAS, pursuant to the terms of this Memorandum of Understanding ("MOU"), the FIRST PARTY hereby commits to withdrawing all legal actions Copying. initiated by her against the SECOND PARTY. It is further acknowledged that both parties have after first Motion obtained a mutual divorce decree from the Honorable Court

WHEREAS the FIRST PARTY solemnly undertakes not to assert any form of claim, demand, or entitlement, whether directly or indirectly, against the SECOND PARTY or any member of his family, now and in perpetuity.



WHEREAS both parties concur to refrain from causing any disruption or interference in the day-to-day lives of one another, including their respective family members and relatives.

WHEREAS the concurrence expressed herein by both parties is purely a result of their Voluntary and

WHEREAS it is acknowledged that the parties have effectively and amicably settled the extant matter, with the SECOND PARTY assuming the responsibility of disbursing a total sum of Rs. 2,50,000/- (Indian Rupees two Lakhs Fifty Thousand Only), in addition to delivering all specified articles and gold ornaments (as listed in the attached inventory, within the MOU/Settlement Deed) to the FIRST PARTY.

WHEREAS the SECOND PARTY agrees to disburse the aforementioned settlement amount to the complainant/firs installments as detailed below:

“i)The First Installment of Rs.75,000/- (Indian Rupees Seventy Five Thousan only) was mutually agreed upon between the parties that the husband will pay to the first party during the recording of the statement of the FIRST MOTION before the HON’BLE COURT, NEW DELHI.

ii) the Second Installment of Rs.75,000/- (Indian Rupees Seventy Five Thousan only) has been previously disbursed to the first party during the recording of the statement of the SECOND MOTION before the HON’BLE FAMILY COURT.

iii) The Third Installment of Rs. 1,00,000/- (Indian Rupees One Lakh Only) will be duly transferred to the first party upon the occasion of the quashing of the present F.I.R No. 676/2022 at PS Mangoluri R under Sections 498A/406/506/354/34 IPC.

WHEREAS the FIRST PARTY, as well as any of her family members, hereby renounce any future claims or entitlements pertaining to the SECOND PARTY.

WHEREAS the harmony achieved herein between the parties is rooted solely in their voluntary and uncoerced mutual consent, devoid of any external pressure, influence, or intimidation, thereby affirming the authenticity of their joint and independent decisions.

WHEREAS both parties bind themselves to honor the



commitments laid out in this instrument, undertaking not to deviate or retract from their obligations in any manner.

WHEREAS the contents of this deed have been meticulously perused, comprehensively elucidated, and thoroughly understood by both parties and the accompanying witnesses in their vernacular language. Having understood the contents fully, the parties and witnesses affirm the accuracy and validity of the same.

WHEREAS, pursuant to this agreement, both parties commit to approach the Honorable High Court of Delhi for the purpose of securing the quashing of the aforementioned F.I.R against the SECOND party. Both parties unequivocally commit to providing statements to the court to effectuate this intention.”

7. The total settlement amount in terms of settlement dated 02.11.2023 is Rs 2,50,000/-. Today, as per settlement, a demand draft bearing D.D.No.870197 dated 21.09.2024 in the sum of Rs.One Lakh in the name of Rekha drawn on State Bank of India is handed over to the respondent No.2 in the Court. 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 13.07.2024, she has no objection if FIR no.676 dated 16.05.2022 registered under Section 498A/406/34 at PS Mangol Puri and all the other proceedings emanating therefrom.
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.676 dated 16.05.2022 registered under Section 498A/406/34 at PS Mangol Puri and all the other proceedings emanating therefrom.
12. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 23, 2024

rb/na.