



\$~66 and 51

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

+ **CRL.M.C. 7592/2024**

SHALLU CHOUDHARY

.....Petitioner

Through: Mr. Vivekanand Ray, Mr. Vinod
Advs.

versus

STATE THROUGH SHO PS BINDAPUR AND ANR....Respondents

Through: Mr. Hemant Mehla, APP for the State
with ASI Satya Wan, DE, Cell, with
WSI Krishna, PS Binda Pur
Mr. Vibhor Verdhan, Mr. Harshit
Kuchhal, Adv. for R-2 with R-2

+ **W.P.(CRL) 900/2022, CRL.M.A. 14542/2022**

AKHILESH SINGH AND ORS

.....Petitioners

Through: Mr. Vibhor Verdhan, Mr. Harshit
Kuchhal, Adv.

versus

STATE OF NCT OF DELHI AND ANOTHERRespondents

Through: Mr. Amol Sinha, ASC with SI Nisha,
PS Mohan Garden
Mr. Vivekanand Ray, Mr. Vinod
Advs. for R-2 with R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

%

25.09.2024

CRL.M.A. 28992/2024(exemption) in CRL.M.C. 7592/2024

Exemption is allowed subject to all just exceptions.

CRL.M.C. 7592/2024 and W.P.(CRL) 900/2022

1. Both the petitions have been filed seeking quashing of FIR No. 0583/2018 registered at PS Binda Pur under Sections 324 IPC in



CRL.M.C. 7592/2024 and FIR No. 84/2019, under Sections 498A/406/34 IPC registered at P.S. Mohan Garden, New Delhi in W.P.(CRL) 900/2022.

2. Learned counsel for the parties submit that it was a matrimonial dispute which lead to lodging of present FIRs. The FIR No. 583/2018 was lodged on the statement of Smt. Shailesh Singh and FIR No. 84/2019 was lodged on the complaint of Smt. Shalu Singh.
3. The marriage between Akhilesh Singh (husband) and Shalu Singh (wife) was solemnized on 28.02.2017 in accordance with 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 and instituted multiple litigations against each other and their respective families including the present FIR's.
4. Learned Counsel 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 21.12.2021.
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. 0583/2018 registered at PS Binda Pur under Sections 324 IPC and FIR No. 84/2019, under Sections 498A/406/34 IPC registered at P.S. Mohan Garden, New Delhi.
6. The matter is settled between the parties in Counselling cell, Family Courts, Dwarka Courts, New Delhi vide settlement dated 21.12.2021



with following terms and conditions;

- 1. The parties have agreed to dissolve their marriage by mutual consent in accordance with the law, as provided under Section 13(B) of the Hindu Marriage Act.*
- 2. It is agreed between the parties that husband shall pay to wife a sum of Rs. Six Lakh (06 Lakhs) as a full and final it is agreed that both have a joint loan account No. -LNGU R01417-180053654 for the property which is in the name of Respondent and EMI'S are being paid by respondent till date. Petitioner shall have no liability to pay loan for this property in future & Respondent shall false steps to remove his name settlement (against stridhan and dowry, maintenance towards past, present and future qua this marriage) in 03 instalments by way of DD/Pay Order.*
- 3. It is further between the parties that husband will pay Rs. Two Lakhs to the wife at the time of recording the statement of the first motion. It is agreed between the parties that petitioner and respondent shall take divorce by way of mutual consent by way of DD/Pay Order.*
- 4. It is further agreed between the parties husband will pay Rs. Two Lakhs to the wife at the time of the recording the statements of second motion be way of DD/Pay Order.*
- 5. It is further between the Parties that the Petitioner shall pay Rs. Two Lakhs to the Respondent at the time of quashing of FIR No. 84/2019 under Section 498/406, 34 IPC P.S. Mohan Garden in Hon'ble High Court of Delhi within 30 days after Second Motion and Respondent shall cooperate and sign all the necessary affidavit & do the needful in quashing of FIR.*
- 6. It is further agreed between the parties that the first motion petition shall be filed on or before 24/02/2022 and second motion petition shall be filed soon after the completion of the statutory period of the order Under Section 13-B (1) of HMA.*
- 7. There is/are child/children namely N.A. from this wedlock,*



who is/are living with he N.A. It is agreed among the parties that the custody will be with N.A. The N.A. will/will not have visitation rights.

It is agreed that parties (Smt. Shailesh Singh & Shalu) either compound or quashing of FIR 583/2018 P.S. Bindapur U/S 324 IPC after first motion and before second motion.

8. It is further agreed between the parties that petitioner/respondent will withdraw the present case which is pending in the present court during recording of statement for first motion Respondent shall withdraw her pending case of DV act MC 287/2018 Shalu Vs Akhilesh & others next Date of Hearing on 21/2/22 After recording of statement for first motion and before second motion.

9. It is further agreed between the parties that they have understood the terms and conditions of the settlement in vernacular.

10. It is further agreed between the parties that they shall remain bound with the aforesaid terms and condition as mention in the settlement.

11. All the matter relating to this marriage either civil or criminal are settle and neither the parties nor their relatives shall make any claim against each other at time of future and will not any case / complaint against each other at any time of future in any court of law/police Station etc.

12. the above settlement is with respondent to all claim of wife past, present and future alimony stridhan, maintenance, pending amount of maintenance, articles property etc.

It is agreed that petitioner's mother shall withdraw his pending Contempt Petition 11/2018, Smt. Shailesh Singh Vs. Shalu Singh, Next Date of Hearing -24/03/2022, after first motion and before Second motion. 13

13. It is agreed between the parties that if either of the parties



commits breach or default of this mutually settlement after the first motion if wife backs out the amount taken at the time of first motion shall be returned to husband with 2% interest per month and if husband back out the amount given at the time of first motion shall stands forfeited by the wife.

14The parties have agreed on each and every terms as recorded in the settlement agreement, after carefully reading over and fully understanding and appreciating the content, scope and effect thereof, as also the consequence of the breach thereof, payment of the file\penalty as mention above.

15The terms and conditions mention in the settlement have been understood in vernacular. The above said settlement is arrived at between the parties out of their own free will, volition and consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (both of law and fact), in any form whatsoever and the parties agreed that the Settlement/Agreement has been correctly recorded as per the agreed terms & conditions.

7. Both parties are present in court today and have been duly identified by the IO. The parties also state that they have entered the settlement voluntarily without any fear, force or coercion. The parties further state that they have no objection towards quashing of the present FIR's.
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) 5 SCC 226; *Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another*, 2019 SCC OnLine Del 8179.

9. 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.
10. In view of the above, FIR No. 0583/2018 registered at PS Binda Pur under Sections 324 IPC and FIR No. 84/2019, under Sections 498A/406/34 IPC registered at P.S. Mohan Garden, New Delhi and all the other proceedings emanating therefrom are quashed.
11. The present both the petitions along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 25, 2024

Pallavi/KR