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

+ **W.P.(CRL) 3040/2024, CRL.M.A. 29530/2024**

ABHISHEK @ RAJ KUMAR AND ORS

.....Petitioners

Through: Mr. Jagdish Singh, Adv. for P-1 to 3

versus

THE STATE OF NCT OF DLEHI AND ANR.Respondents

Through: Mr. Sanjay Lao, SC for the State with
Mr. Abhinav Kumar, Adv. with IO SI
Vijay Chaudhary, PS Sonia Vihar.
Ms. Guddi Dimri, Adv. for R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

24.12.2024

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1. The present petition has been filed seeking quashing of FIR No.265/2019 dated 19.10.2019 registered at PS Sonia Vihar under Sections 498A/406/34 IPC and Section 4 D P Act, based on the settlement and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 25.07.2015 in accordance with the Hindu Rites and Ceremonies and one female child was born out of the said wedlock on 25.02.2017. 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 agreement dated 07.01.2023 arrived at Counselling Cell, Family Courts, Karkardooma Court.

4. 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.265/2019 dated 19.10.2019 registered at PS Sonia Vihar under Sections 498A/406/34 IPC and Section 4 D P Act, and all the other proceedings emanating therefrom.
5. I have gone through the settlement deed dated 07.01.2023 which has been placed on record. The settlement agreement provides for the 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 Hindu Marriage Act.*
- 2. It is agreed between the parties that husband (petitioner No. 2) shall pay to the wife a sum of Rs. 2,20,000/- (Rupees two lacs twenty thousand only) as full and final settlement (against istridhan and dowry, maintenance towards past, present and future qua this marriage in there installments by way of DD/Pay order.*
- 3. It is further agreed between the parties that the husband will pay Rs. 70,000/- (Rupees seventy thousand only) to the wife at the time of recording of the statement of first motion by way of DD/Pay order.*
- 4. It is further agreed between the parties that husband will pay Rs. 1,00,000/- (Rupees one lac only) to the wife at the time of recording of statement of second motion by the way of DD/Pay order.*
- 5. It is further agreed between the parties that the Respondent shall pay Rs. 50,000/- (Rupees fifty thousand only) to the petitioner at the time of quashing of FIR No.*



265/2019, U/S - 498-A/406/34 IPC, P.S. Soniya Vihar, in the Hon'ble High Court of Delhi within 60 days after second motion and petitioner shall cooperate and sign all the necessary affidavits and do the needful in quashing of said FIR.

6. It is further agreed between the parties that the first motion petition shall be filed on or before 20-02-2023 and second motion petition shall be filed soon after the completion of the statutory period of the order U/S 13 B (1) of HMA.

7. That there is/are a child namely Gauri from this wedlock, who is/are living with the petitioner/mother. It is agreed among the parties that the custody will be with the petitioner/Mother. The respondent will not have visitation rights.

8. It is further agreed between the parties that the petitioner/respondent will withdraw the case which is pending in the court of Sh. Ankur Jain Jd. Judge Family Court Distt. North-East at the time of first motion.

9. It is 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 conditions as mentioned in the settlement.

11. That all the matters relating to this marriage either civil or criminal are settled and neither the parties or their relatives shall make any claim against each other in future and will not file any case/complaint against each other at any time of future in any court of law/police station etc.

12. That the above settlement is with respect to all claims of wife past, present and future alimony, istridhan, maintenance, pending amount of maintenance, articles, property etc. and neither she nor her relatives shall claim anything from husband or his family members in future for herself or on behalf of child/children.

13. That it is agreed between the parties that if either of the parties commits breach or default of this mutually agreed settlement after the first motion if petitioner backs out the



amount taken at the time of first motion shall be returned to respondent with 2% interest per month and if respondent backs out the amount given at time of first motion shall stands forfeited by the petitioner.

14. That the parties have agreed on each and every terms as recorded in the settlement agreement, after carefully reading over and fully understanding and appreciating the contents, scope and effect thereof, as also the consequences of the breach thereof, including [payment of the file/penalty as mentioned above.

15. That the terms and conditions mentioned in the settlement have been understood in vernacular. The above said settlement is arrived at between the parties out 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 and conditions.

6. The total settlement amount in terms of settlement deed dated 07.01.2023 is Rs,2,20,000/-. Today, as per settlement, a demand draft bearing DD No. 006461 dated 30.09.2024 drawn on Axis Bank of Rs.50,000/- in the name of Bhawna is handed over to the respondent No.2 in the Court. Respondent No. 2 states that she has received the entire settlement amount.
7. 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.

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, she has no objection if FIR No.265/2019 dated 19.10.2019 registered at PS Sonia Vihar under Sections 498A/406/34 IPC and Section 4 D P Act, and all the other proceedings emanating therefrom are quashed.
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.265/2019 dated 19.10.2019 registered at PS Sonia Vihar under Sections 498A/406/34 IPC and Section 4 D P Act, and all the other proceedings emanating therefrom are quashed. However, this shall not bind the legal rights, title, and interest of the child namely Ms. Gauri born on



25.02.2017 in any manner. Child namely Ms. Gauri shall be at liberty to pursue their legal rights in accordance with law.

11. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 24, 2024

Pallavi/KR