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

+ **CRL.M.C. 7785/2024 & CrI.M.A. No. 29725/2024**

SAMRAT AND ANR

.....Petitioners

Through: Ms.Nidhi Kalra and Ms.Komal,
Advocates

versus

STATE OF NCT OF DELHI AND ANR.Respondents

Through: Mr.Satish Kumar, APP for State with
SI Ashwani, PS Kotla Mubarakpur
Mr.Amit Kumar and Mr.Vishal
Kumar, Advocates for Respondent
No.2 in person with Counsel
(Appearance not given)

CORAM:

HON'BLE MR. JUSTICE CHANDRA DHARI SINGH

ORDER
03.10.2024

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1. The instant petition under Section 528 of the Bhartiya Nagarik Suraksha Sanhita, 2023 (hereinafter "BNSS") read with Section 482 of the Code of Criminal Procedure, 1973 (hereinafter "Cr.P.C.") has been filed by the petitioner praying for quashing of FIR bearing No. 42/2019 registered at Police Station Kotla Mubarakpur, New Delhi, for offences punishable under Sections 498A/34 of the Indian Penal Code, 1860 (hereinafter "IPC").

2. The petitioners are present before this Court and duly identified by their counsel Ms.Nidhi Kalra as well as the Investigating Officer SI Ashwani, Police Station Kotla Mubarakpur. The respondent No.2 is also



present in the Court and has been identified by her counsel and the Investigating Officer.

3. The three accused, namely, Samrat Choudhary (Husband), Mukesh (Mother-in-Law) and Udaiveer (Father-in-law) were named in the chargesheet. It is submitted that the accused Mukesh (Mother-in-law) has since expired during the course of the proceedings. The death certificate of Mukesh is annexed as Annexure P-3 to the petition.

4. On a query being made by this Court, respondent no.2 has categorically submitted that she has arrived at a settlement with the petitioners vide a Memorandum of Understanding dated 21st September, 2023 arrived at the Counselling Cell, Saket Courts (South-East) without any duress, pressure or coercion from any quarter. It is also stated by respondent No.2 that the entire dispute has been amicably settled between the parties.

5. The brief facts of the case are that the marriage between the petitioner No.1 and respondent No.2 got solemnized on 4th March, 2017 at New Delhi, according to Hindu rites and ceremonies however, due to some temperamental differences between them, they started living separately since 18th December, 2018. There is no child born out of the said wedlock.

6. Despite several efforts of reconciliation, both the parties could not settle their differences.

7. With the intervention of family members and relatives, both the parties have arrived at a settlement vide the Memorandum of Understanding dated 21st September, 2023 at the Counselling Cell, Saket Courts (South-East). The terms and conditions of the said settlement are mentioned in the settlement deed which is annexed as Annexure P-4 to the petition.

8. Further, in pursuance of the said settlement, the parties have jointly



agreed that they shall move for divorce under Section 13B(1) and under Section 13B(2) of the Hindu Marriage Act, 1955 (hereinafter “HMA”).

9. It is submitted that respondent No.2 has settled all her claims in respect of her dowry articles, stridhan, marriage expenses, jewellery, gift items and claims of past, present and future maintenance and permanent alimony with the petitioner for a sum of Rs.9,50,000/- (Rupees Nine Lac Fifty Thousand only). It is further submitted that out of the total settled amount, Rs.4,50,000/- (Rupees Four Lac Fifty Thousand Only) and a bullet Bike bearing registration no. DL3SDQ0954 have been received by her at the time of proceedings under Section 13B(1) of the Hindu Marriage Act, 1955 and Rs.2,50,000/- (Rupees Two Lac Fifty Thousand Only) have been received at the time of proceedings under Section 13B(2) of the Hindu Marriage Act, 1955. The respondent No.2 further submitted that the remaining amount was agreed to be paid at the time of quashing of the FIR.

10. The petitioners have handed over a Demand Draft bearing No.071942 for the balance amount of Rs.2,50,000/- (Rupees Two Lac Fifty Thousand Only) dated 30th September, 2024 drawn on The Nainital Bank Limited, in the name of respondent No.2. The respondent No.2 has verified the particulars of the Demand Draft to her satisfaction and stated them to be correct. The copy of the said Demand Draft is handed over by the learned counsel appearing on behalf the petitioners during the course of the arguments, which is taken on record.

11. It is prayed that the instant FIR be quashed on the basis of Memorandum of Understanding dated 21st September, 2023 and as per the Judgment of the Hon’ble Supreme Court passed in ***Gian Singh vs. State of Punjab***, (2012) 10 SCC 303 and ***Parbathbhai Aahir @ Parbathbai vs.***



State of Gujarat, (2017) 9 SCC 641.

12. Mr. Satish Kumar, learned APP for the State submitted that there is no opposition to the prayer made by the petitioners seeking quashing of the FIR in question in view of the settlement arrived at between the parties.

13. Heard learned counsel for the parties and perused the record.

14. The instant criminal proceedings are with respect to non-compoundable offences, however, the said offences herein are private in nature and do not have a serious impact on the society especially when there is a settlement/compromise between victim and accused. In such cases, it is settled law that High Court is also required to consider the conduct and antecedents of the accused in order to ascertain that the settlement has been entered into by her own free will and has not been imposed upon her by the petitioner or any person related to him.

15. In the present case, the complainant is present in Court and has categorically stated that she has arrived at the settlement with the petitioners out of her own free will without any duress, pressure or coercion from any quarter. There is also no allegation from respondent No.2 that the conduct and antecedents of petitioners have been bad towards her after the compromise. As per the settlement, the respondent No.2 has received the entire settled amount.

16. In the case of ***State of Madhya Pradesh vs. Laxmi Narayan and Ors., (2019) 5 SCC 688***, the Hon'ble Supreme Court held that the powers conferred under Section 482 of the CrPC can be exercised by the Courts to quash the criminal proceedings featuring non-compoundable offences, when the matter arises out of matrimonial or family disputes. Moreover, it is pertinent to satisfy the Court that the said non-compoundable offences are



private in nature and does not have a serious impact on the society.

17. Furthermore, it was observed by the Hon'ble Supreme Court in the case of *Ramgopal and Ors. Vs. The State of Madhya Pradesh, 2021 INSC 568*, that the extraordinary power enjoined upon the High Courts under Section 482 of CrPC can be invoked even when such a case falls within the ambit of non-compoundable offences given that the Court must be satisfied that the nature of the offence does not impact the conscious of the society and that the compromise between the parties is voluntary and amicable.

18. In the instant case, as stated above, the parties have reached on the compromise and amicably settled the entire disputes without any pressure. In view of the settlement arrived at between the parties and the law laid down by the Hon'ble Supreme Court, the present petition is allowed. Accordingly, FIR bearing No. 42/2019 registered at Police Station Kotla Mubarakpur, New Delhi, for offences punishable under Sections 498A/34 of the IPC and all consequential proceedings emanating therefrom are quashed.

19. The petition alongwith pending application stands disposed of.

CHANDRA DHARI SINGH, J

OCTOBER 3, 2024
SV/mk

Click here to check corrigendum, if any