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

+ **CRL.M.C. 7857/2024**

AJAY KUMAR

.....Petitioner

Through: Mr.Ram Narayan Yadav Jain,
Advocate (Through VC) alongwith
petitioner

versus

STATE GOVT OF NCT OF DELHI & ANR.Respondents

Through: Ms.Kiran Bairwa, APP for the State
Ms.Renu Bala Arora, Advocate for R-
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CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

% **22.11.2024**

CRL.M.A. 29964/2024 (Exemption)

Exemption allowed subject to just exceptions.

The application stands disposed of.

CRL.M.C. 7857/2024

1. The present petition under Section 482 of the Code of Criminal Procedure, 1973 (Section 528 BNSS) has been filed on behalf of the petitioner praying for quashing of FIR bearing No. 741/2016 registered at Police Station Saket, New Delhi under Sections 498A/406/34 of the Indian Penal Code, 1860 and all consequential proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that the marriage between the petitioner and the respondent no.2 was solemnized on



03.12.2013 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 and instituted multiple litigations against each other including the present FIR. It is further submitted that at the stage of charge, Shri Raj Kumar and Smt. Raj Kumari were discharged.

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 07.02.2023 before the Court of learned Principal Judge, Family Courts, Saket Courts, Delhi.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved as per Hindu rites and ceremonies on 08.12.2023. Respondent No.2 also states that the divorce has already been taken place as per Hindu rites and ceremonies.
5. Furthermore, the Learned Counsel for the petitioner submits that since the parties have resolved all their differences amicably, therefore, it would be in the interest of justice to quash FIR bearing No. 741/2016 registered at Police Station Saket, New Delhi under Sections 498A/406/34 IPC and all the other proceedings emanating therefrom.
6. I have gone through the settlement deed dated 08.12.2023 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 13B of the Hindu Marriage Act, 1955

2 It is agreed between the parties that husband shall pay to the wife a sum of Rs.(1,50,000/-) One lakh fifty thousand only as full and final settlement amount (against istridhan, dowry and maintenance towards past, present and future qua this marriage) in three installments by way of DD/Pay Order. 50,000/- each

3. It is further agreed between the parties that the husband will pay a sum of Rs. Fifty 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 the husband will pay a sum of Rupees Fifty Thousand Only to the wife at the time of recording of the statement of second motion by way of DD/Pay Order.

5. It is further agreed between the parties that the respondent Ajay Kumar shall pay Rs. Fifty Thousand only to the petitioner. Soni at the time of quashing of FIR No.741/2016 U/S 498, 406, 34 IPC.P.S. Saket, Delhi in the Hon'ble High court of Delhi within one month on or before after second motion and petitioner. Soni shall co-operate and sign the entire necessary Affidavits and do the needful in quashing of the said FIR.

6. It is further agreed between the parties that the first motion petition shall be filed on or before within a week and second motion petition shall be filed soon after the completion of the statutory period of the order u/s 13B(1) of the Hindu Marriage Act 1955.

7. There is/are –N. A- child/ children namely –N. A.- from this wedlock who is/are living with the ----- . It is agreed among the parties that the custody, will be with -----. The -----will/will not have visitation rights.

8. It is further agreed between the parties that petitioner/respondent will withdraw the (1) case which is pending in the court of Ms.Sunali Gupta, Ld. Judge South. Family Court, Saket, Delhi HMA-21 /395, Divorce.

(2) Domestic Violence Case C.C. No. 16627/2018 pending



in the court of M.M. Ms. Rashi Raheja, Mahila Court. South, Saket, Delhi All the Execution Case 79/2022, Ex. 02/2020

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. All the matters related to this marriage either civil or criminal are hereby settled and neither the parties nor their relatives shall make any claim against each other in future and will not file any case/complaint against each other and any time of future in any Court of Law/Police Station etc.

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

13 It is agreed between the parties that if either of the parties commits breach or default of his mutually agreed settlement after the first motion if petitioner, Soni backs out the amount taken at the time of first motion shall be returned to respondent, Ajay Kumar with 2% interest per month and if respondent Ajay Kumar backs out, the amount given at the time of first motion shall stand forfeited by the petitioner, Soni.

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

15. The terms and conditions mentioned in the settlement have been understood in vernacular. The above said statement is arrived at between the parties out of their own free will, violation and consent, and without there being any undue pressure. coercion, influence, misinterpretation or



mistake (both 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. The parties will appear the concerned Hon'ble Court i.e. on 15.03.23."

7. The total settlement amount in terms of settlement deed dated 08.12.2023 is Rs. 1,50,000/-. Today, as per settlement, remaining amount of Rs.50,000/-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 the parties are present in Court and have duly been identified by the Investigation Officer. Respondent No. 2 submits that she has entered the settlement voluntarily without any fear, force, or coercion. And since the marriage between the parties has also been dissolved as per Hindu Rites, she has no objection if FIR



bearing No. 741/2016 registered at Police Station Saket, New Delhi under Sections 498A/406/34 of the IPC and all consequential proceedings emanating therefrom, are quashed.

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 bearing No. 741/2016 registered at Police Station Saket, New Delhi under Sections 498A/406/34 of the IPC and all consequential proceedings emanating therefrom, are quashed.

12. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

NOVEMBER 22, 2024

Dy/na..