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

+ **CRL.M.C. 7878/2024**

TARANJEET SINGH & ORS.

.....Petitioners

Through: Mr. Nitin Singh Kathayal, Adv. with
petitioners.

versus

STATE NCT OF DELHI AND ANR

.....Respondents

Through: Ms. Kiran Bairwa, APP for State and
ASI Kanwal Kaul, PS Jagatpuri.
Mr. Raj Kumar, Mr. Girish Sharma,
Advs. with R-2.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER
07.10.2024

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CRL.M.A. 30060/2024

1. Exemption allowed, subject to all just exceptions.
2. Application stands disposed of.

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3. The present petitioner has been filed under Section 482 Cr.P.C. r/w Section 528 BNSS seeking quashing of case FIR No. 178/2020 dated 31.07.2020 under Section 498A/406/34 IPC registered at PS Jagat Puri, Delhi and all other proceedings emanating therefrom.
4. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 15.02.2015 in accordance with the Sikh Rites and Ceremonies and one male child namely Jasgun



Singh Bindra(DOB: 12.12.2015) was born out of the said wedlock. However, on account of temperamental differences and mental incompatibility, the parties started living separately since 18.09.2019 and instituted multiple litigations against each other and their respective families including the present FIR. The Chargesheet was filed on September 2020 under sections 498A/406/34 IPC and section 4 of the Dowry Prohibition Act.

5. 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 02.05.2024.
6. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 10.07.2024 as per law.
7. 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. 178/2020 dated 31.07.2020 under Section 498A/406/34 IPC registered at PS Jagat Puri, Delhi and all the other proceedings emanating therefrom.
8. I have gone through the settlement deed dated 02.05.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. That both the parties are ready to settled their disputes in a total sum of Rs.8,00,000/- (Rupees Eight Lakhs Only) and the First Party shall pay to the Second Party the settlement amount in four installments against the entire claim, maintenance, Stridhan, present/past and future



alimony of the First Party in the following manner:-

i) The First Party shall pay Rs.2,00,000/- (Rupees Two Lakhs Only) to the Second Party i.e, in the name of "MANPREET KAUR BINDRA" at the time of signing of the present Settlement Agreement vide Demand Draft No. 000983 dated 01.05.2024 drawn on Equitas Small Finance Bank, Shakarpur, Delhi-110092. Copy of the said Demand Draft is annexed herewith as ANNEXURE-A.

ii) That the First Party shall pay Rs.2,00,000/- (Rupees Two Lakhs Only) to the Second Party through Demand Draft at the time of recording statement of First Motion Petition under Section 13B (1) of HMA before the concerned Family Court, Delhi.

iii) That the First Party shall pay Rs.2,00,000/- (Rupees Two Lakhs Only) to the Second Party through Demand Draft at the time of recording statement of Second Motion Petition under Section 13B (2) of HMA before the concerned Family Court, Delhi,

iv) That the First Party shall pay remaining and final amount of Rs.2,00,000/- (Rupees Two Lakhs Only) to the Second Party through Demand Draft at the time of quashing of FIR bearing No.178/2020 U/S 498-A/406/34 IPC & 4 of D.P. Act, P.S. Jagat Puri, Delhi.

2. The First Motion Petition under Section 13B (1) of HMA by way of mutual consent shall be filed jointly by the parties within four weeks before the concerned Family Court, Delhi from the date of signing of the present Settlement Agreement.

3. First Party and the Second Party shall file a joint application for waiving of statutory period of six months within 15 days from the date of the filing of joint petition under Section 13-B(1) of the Hindu Marriage Act in terms of the judgment of Hon'ble Supreme Court in case of



AMARDEEP SINGH VS. HARVEEN KAUR and file/cause second motion under Section 13-B(2) of the Hindu Marriage Act for dissolution of their marriage.

4. That it is further agreed between the parties that the second motion under Section 13-B(2) of the Hindu Marriage Act for dissolution of their marriage shall be filed jointly by the parties within four weeks from the date of grant of order of first motion petition under Section 13B(1) of HMA from the concerned Family Court.

5. Should the Judge, Family Court, not waive the statutory period of six months, the First Party and the Second Party shall jointly make a motion under Section 13-B (2) of the Hindu Marriage Act (Second Motion) within 7 days from the expiration of the statutory period of six months before the concerned Family Court, in case the waiving of statutory period of six months is not granted by the Family Court.

6. That the quashing of FIR No.178/2020 U/S 498-A/406/34 IPC & 4 of D. P. Act, P.S. Jagat Puri, Delhi against the First Party and his family members who are Confirming Party Nos. 1 and 2 in the present Settlement Agreement, shall be filed by the First Party within one month of grant of Second Motion Petition under Section 13B (2) of HMA before the Hon'ble High Court of Delhi and the Second Party shall cooperate for getting the FIR quashed and give her No Objection for the same as per law.

7. It is also agreed between the parties that they shall withdraw their respective cases after filing of Second Motion Petition and they will co-operate with each other for withdrawal of cases and quashing of FIR.

8. It is agreed between the parties that the custody of minor child shall remain with the Second Party and the First Party shall not have any visitation/ meeting rights with the minor child.



9. *It is agreed between the parties that the First Party shall return back all the original educational documents and other documents, if any, of the complainant to the Second Party at the time of recording of statement of parties in first motion before the concerned Court.*

10. *All petitions shall be withdrawn by respective parties.*

11. *That the Second Party agrees and undertakes that she shall have no claim for past, present and for future maintenance, stridhan, permanent or temporary alimony against the First Party and/or his family members subject to the fulfillment of all the terms of this Settlement Agreement. The Parties agree not to assert any such claims or causes of action against each other and/or their family members in the future.*

12. *That the Parties have thus agreed to withdraw any other legal proceedings, if any, filed by them against each other, in any court of law, subject to the fulfillment of the terms and conditions of the present Settlement Agreement.*

13. *That both the Parties agree and undertake that they shall have no claim or right qua any immovable or movable property of each other or their family members, whether self-acquired, HUF or ancestral, under any circumstances now or in future, subject to fulfillment of terms and conditions of the present Agreement.*

14. *That the Parties agree that they will not interfere in each other's life and do not have any grievance against each other. In view of the same, they have further undertaken that they shall not level any allegations against each other or each other's family members or cause not to act in a manner so as to harm the reputation and image of each other, in the family or at their work place or in the society at large.*

15. *That both the parties agree to delete/dispose off from their possession including electronic gadgets, e-space pictures, audio/video recordings or any other personal*



items. The Parties also agree that both of them shall not misuse the same in future against each other for any known/unknown purpose or object.

16. The Parties agree and undertake and assure that they have not filed nor shall file any claim against each other or each other's relatives, themselves or through their relatives, agents, servants or assignees, subject to fulfillment of terms and conditions of the present Settlement Agreement.

17. In case Second Party commits breach of any of the terms of this settlement agreement or withdraws from or fails, for any reason whatsoever, to perform her obligation under this settlement agreement, the Second Party shall be liable to return double the amount received by the Second Party from the First Party out of the settlement amount. In case the First Party commits breach of any of the terms of this settlement agreement or withdraws from or fails, for any reason whatsoever, to perform his obligation under this settlement agreement, the First Party shall be liable to forfeiture of the amount paid by the First Party to Second Party out of the settlement amount. The First Party and the Second Party agree and understand that in the event of either party reneging from the settlement agreement it would constitute matrimonial offence of cruelty qua the other and the parties shall also be entitled to reopen all the litigations civil and criminal mentioned above.

18. That it is further agreed between the parties that any party defaults any of the terms and conditions mentioned hereinabove, he/ she shall be liable to be held for Contempt of Court as per the Contempt of Courts Act, 1971.

19. That the Parties have executed this Agreement without perpetration of any force, undue influence or coercion from any quarter, and the Parties shall be stopped in law to assail the validity of any clause / term of the Agreement on the ground of the same being void or unlawful.

20. The Parties agree and undertake that they have entered



into the present Settlement Agreement on their own free will and will abide by the terms and conditions of the present Settlement Agreement.

21. The parties agree that they shall appear before the Hon'ble Court during the hearing to make their statements in terms of the present settlement agreement.

22. By signing and executing the present Settlement Agreement, the Parties state that they have no further claims or demands against each other and all the disputes and differences in this regard have been amicably settled by the Parties through this Settlement Agreement.

23. The Parties undertake that they are bound by this Settlement Agreement and further undertake to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.

24. That the contents of the present Settlement Agreement have been read over and explained to the parties in their Vernacular by the Mediator and the parties agreed and understood the same.”

9. As per settlement, a demand draft bearing DD No. 001008 dated 02.09.2024 of Rs.Two Lakhs Only in the name of Manpreet Kaur Bindra draw from Equitas Small Finance Bank is handed over to the respondent No.2 in the Court. Respondent No. 2 states that she has received the entire settlement amount.
10. 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.

11. 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 as per law, she has no objection if FIR No. 178/2020 dated 31.07.2020 under Section 498A/406/34 IPC registered at PS Jagat Puri, Delhi and all the other proceedings emanating therefrom are quashed.
12. 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.
13. In view of the above, FIR No. 178/2020 dated 31.07.2020 under Section 498A/406/34 IPC registered at PS Jagat Puri, Delhi and all the other proceedings emanating therefrom are quashed. However, this shall not bind the legal rights, title, and interest of the child namely Jasgun Singh Bindra (DOB: 12.12.2015), in any manner. Child namely Jasgun Singh Bindra (DOB: 12.12.2015) shall be at liberty to pursue his legal rights in accordance with law.



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

OCTOBER 7, 2024/AR/NA..

DINESH KUMAR SHARMA, J