



\$~71

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

+ **W.P.(CRL) 3139/2024, CRL.M.A. 30403/2024**

SUSHANT SINGH & ORS.

.....Petitioners

Through: Mr. Sabyasachi Shekhar, Mr. Sanket Gandhi, Advs.

versus

THE STATE GOVT. OF NCT OF DELHI

.....Respondent

Through: Mr. Sanjeev Bhandari, ASC (Crl.),
Ms. Charu Sharma, Mr. Arjit Sharma,
Mr. Vaibhav Vats, Mr. Nikunj Bindal,
Advs. for the State with SI Jaiveer,
ASI Ram D., PS Palam Village

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

08.10.2024

%

1. The present petition has been filed under Section 482 Cr. PC seeking quashing of FIR No. 0542/2023 registered at PS Palam Village, Delhi under Sections 498A/406/34 IPC.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 16.02.2019 in accordance with the Hindu Rites and Ceremonies and one child was born out of the said wedlock on 18.03.2020. 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 for the petitioner submits that both the parties are living together as per the MOU dated 01.04.2024 at Ld. MM(Mahila Court-02), South West, Dwarka Courts, New Delhi:

“a) It is agreed between the parties that to maintain peace and harmony, the complainant/wife and the respondent no. 1/husband have shifted out of the matrimonial home and have started to live separately along with their child in a rented accommodation which is in Raj Nagar, Part-II, Palam, New Delhi.

b) It is agreed that there is a loan account of Rs. 3,50,000/- (Rupees Three Lac Fifty Thousand Only) opened by the respondent no. 1/husband in the name of the complainant/wife at Bank of Baroda whose EMIs of Rs. 7,500/- (Rupees Seven Thousand Five Hundred Only) per month is being paid by respondent/husband and he undertakes to regularly pay the further EMIs also till it is finally paid and closed and undertakes that there will be no default in the payment of EMIs.

c) It is further agreed between the parties that till the loan amount is fully paid, the complainant/wife shall bear all the expenses including rental, food household expenses, water, LPG, electricity bills, medical etc and the respondent no. 1/husband shall pay a sum of Rs. 5,000/- (Rupees Five Thousand Only) per month towards educational expenses of child to the complainant/wife by way of on line transfer/cash on or before 15th of every English calendar month starting from April 2024.

d) All the respondents undertake to return all the jewelery articles which are part of stridhan of the complainant/wife as per Annexure A to her within six months from today

e) The complainant/wife agrees that upon receipt of her stridhan/dowry articles mentioned in Annexure A she will not file any claim or case against the respondents in future and shall be left with no other claims against them as regards stridhan or dowry articles.

f) Both parties agree that they shall not file any case against each other in future or their family members upon signing of this settlement.

g) The parties shall live peacefully with each other and shall not use abusive language with each other.



h) Both the parties shall live together peacefully, harmoniously and amicably along with their child and they will give due love and respect to each other and their family members.”

4. Both parties are present in court and have duly been identified by the IO. The affidavit of the complaint has also been filed. Learned counsel for the complainant submits that the charge-sheet has also been filed.
5. 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.***
6. 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.
7. In view of the above, FIR No. 0542/2023 registered at PS Palam Village, Delhi under Sections 498A/406/34 IPC and all the other proceedings emanating therefrom are quashed.



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

DINESH KUMAR SHARMA, J

OCTOBER 8, 2024
JN/DG..