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

+ **CRL.M.C. 8005/2024**

SANDEEP SINGH

.....Petitioner

Through: Mr. Sandeep Kaushik, Adv. with
petitioners.

versus

THE STATE (NCT OF DELHI) & ANR.

.....Respondents

Through: Ms. Kiran Bairwa, APP for the State
with SI Dhanjay Gupta, PS Kirti
Nagar.

Mr. R. K. Thakur, Mr. Bhalendu
Mishra, Advs. for R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

13.12.2024

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1. The Present petition has been filed under section 482 Cr.P.C for quashing FIR No 191/2015 registered at PS Kirti Nagar under sections 498A/406/34 IPC and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married the petitioner on 24.01.2012 in accordance with the Sikh 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 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 consolidated settlement agreement dated 17.02.2024 at Delhi High court mediation centre.

4. Pursuant to the settlement, it is submitted that the marriage between them has already been dissolved vide *ex-parte* divorce decree on 09.11.2017 as per Sikh rites and ceremonies.
5. 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 191/2015 registered at PS Kirti Nagar under sections 498A/406/34 IPC and all the other proceedings emanating therefrom.
6. Learned counsel submits that a consolidated settlement was reached between the parties and in compliance thereof Respondent No.2 was paid Rs. 27,00,000/-. However, counsel submits that Respondent No.2 is now not adhering to the terms and conditions of the settlement.
7. I have gone through the settlement deed dated 17.02.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. That the First Party shall withdraw her petition under Section 12 of Domestic Violence Act in CC No. 209/2001 (New No. 5552728/2016) unconditionally against all the respondents including Shri Sandeep Singh within 30 days from the date of signing of the present Settlement Agreement.

2. That the First party shall cooperate in quashing of the FIR No. 191/2015 against the second Party and shall grant no objection for quashing of the FIR. The Second Party shall move quashing petition within one month of signing the present Settlement Agreement.



3. That since Shri Sandeep Singh is declared P.O. pertaining to the said FIR, and his whereabouts were not known but if Sandeep Singh filed any proceedings subsequently for quashing of PO order and the said FIR if not quashed by the Hon'ble Court, the First Party shall not object to it and shall not make any demand against Sandeep Singh other than what has been settled in the present proceedings.

4. That the First Party shall withdraw her execution petition filed for recovery of maintenance from Sandeep Singh bearing Execution Petition No. 51/2018 pending in the Court of Ms. Shivali Talwar, MM, Delhi within 30 days from the date of signing of the present Settlement Agreement.

5. That the Second Party shall withdraw the Crl. M.C. No. 7888/2023 and Crl. M.C. No.2177/2021 on their respective dates of hearing i.e. on 29.02.2024 and 12.03.2024 in terms of the present Settlement Agreement.

6. That the First Party waives her all rights of recovery of maintenance, present, past and future from Sandeep Singh and her right of recovery of dowry/istridhan as complained in FIR No. 191/2015 registered with PS Kirti Nagar, New Delhi in lieu of which the Second Party has agreed to pay in total a sum of Rs.27,00,000/- (Rupees Twenty Seven Lakhs Only) to the First Party in full and final settlement of all her claims against the Second Party and Sandeep Singh in the manner as below:

(a) Rs.13,00,000/- (Rupees Thirteen Lacs Only) vide DD No. 884323 dated 17.1.2024 issued by Punjab & Sind Bank, Vikaspuri Branch, New Delhi shall be paid on signing of the present Settlement Agreement and thereafter the First Party shall withdraw her petition under Domestic Violence Act as well as execution petition mentioned above within 30 days of receiving of the said amount.

(b) Rs.14,00,000/- (Rupees Fourteen Lacs Only) shall be paid before Hon'ble High court of Delhi at the time of making the statement for quashing of the FIR bearing No.191/2015 registered with PS Kirti Nagar, New Delhi against the Second Party with the



condition that she would not make any claim, thereafter against the Second Party or Shri Sandeep Singh, if he moves an application for setting aside the proceedings of P.O. or the present FIR. The amount is being paid in full and final satisfaction of all claims of the First Party including maintenance, istridhan present/past and future alimony.

7. It is also agreed between the parties that they shall withdraw their respective cases as agreed herein and they will cooperate with each other for withdrawal of cases and quashing of FIR as stated above.

8. That the First Party agrees and undertakes that she shall have no claim for past, present and for future maintenance, istridhan, permanent or temporary alimony against the Second 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.

9. 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 fulfilment of the terms and conditions of the present Settlement Agreement.

10. 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.

11. 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.



12. 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.

13. That 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 fulfilment of terms and conditions of the present agreement.

14. In case First 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 First Party shall be liable to return double the amount received by the First Party from the Second Party out of the settlement amount. In case the Second 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 Second Party to First 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 the parties shall be free to take recourse to law as available accordingly.

15. 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.

16. That 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.



8. The total settlement amount in terms of the settlement deed dated 17.02.2024 is Rs.27,00,000/-. It is stated that respondent No. 2 has earlier been given an NOC with respect to the quashing of the present FIR in CrI. M.C. No.2237/224, however, after receiving the settlement amount, she has not given NOC in the present petition. Since the parties at the time of signing the settlement agreement out of their own free will had agreed to the terms and conditions which contain the cooperating in getting the present FIR quashed. Both parties are present in court and have duly been identified by the IO.
9. 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.
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 No 191/2015 registered at PS Kirti Nagar under sections 498A/406/34 IPC and all the other proceedings emanating therefrom are quashed.

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

DINESH KUMAR SHARMA, J

DECEMBER 13, 2024/Pallavi/HT