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

+ **W.P.(CRL) 3191/2024**

VISHAL & ORS.

.....Petitioners

Through: Ms.Mahima Aggarwal, Adv. with
petitioners in person.

versus

THE STATE NCT OF DELHI AND ANR

.....Respondents

Through: Mr.Sanjay Lao, SC (Crl.) for the State
with Mr.Abhinav Kumar Arya and
Mr.Priyam Agrawal, Advts.
ASI Parmod Kumar, PS Dayalpur
Complainant in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

15.10.2024

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CRL.M.A. 30891/2024 (exemption)

Exemption is allowed, subject to all just exceptions.

The application stands disposed of.

W.P.(CRL) 3191/2024

1. The present petitioner has been filed under Section 482 Cr.P.C. r/w Section 528 BNSS seeking quashing of case FIR No. 429/2023 dated 08.06.2023 under Section 498A/406/34 IPC and Section 3/4Dowry Prohibition Act registered at PS Dayalpur, Delhi and all other



proceedings emanating therefrom.

2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 13.12.2017 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 since 23.05.2021 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 settlement agreement dated 09.09.2024.
4. Prior to the settlement, it is submitted by both parties that the marriage between them had already been dissolved on 08.05.2024 as per law.
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. 429/2023 dated 08.06.2023 under Section 498A/406/34 IPC and Section 3/4 Dowry Prohibition Act registered at PS Dayalpur, Delhi and all the other proceedings emanating therefrom.
6. I have gone through the settlement deed dated 09.09.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“5. We state that we have amicably resolved all our disputes pertaining to this marriage including stridhan, dowry articles, permanent alimony and maintenance (past, present & future) of petitioner no. 1/wife. We have arrived at a settlement dated



20.12.2023 mutually, self attested copy of which is Ex. P-9. The settlement was executed with our own free will after examining all the relevant circumstances and consequences. The material terms and conditions thereof are also enumerated in our petition. We hereby verify, re-affirm and acknowledge the terms and conditions of settlement, Ex-P-9. We undertake to comply with all of its terms and conditions according to law.

6 We state that, as per the terms of settlement, out of the settled total monetary payment of Rs. 2,00,000/-, petitioner no. 1/wife acknowledges having already received the amount of Rs.1,00,000/- at the time of recording statement in first motion petition. Petitioner no. 2/husband undertakes to pay balance amount of Rs. 1,00,000/- at the time of quashing of FIR. We are aware that quashing of FIR No. 0429/2023, under Sections 498-A/406/34 IPC & 3/4 DP Act, PS Dayalpur is within the discretion of the Hon'ble High Court and we shall proceed as per law.

7. We undertake to abide by each and every term and condition of settlement Ex. P-9 in letter and spirit and that failure thereof may invite an action for contempt of court besides other remedies which an affected party may avail under law.

8 We have also agreed that we will not initiate any litigation or will not raise any claim in future against each other and the family members and relatives of each other.”

7. The balance amount of Rs.1 lakh has been made by way of a demand draft no.325253 dated 14.10.2024 in the name of Lakshmi Kumari drawn on Punjab National Bank, Johri Pur, Shiv Vihar, Delhi. Respondent no. 2 submits that she has received the full 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 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. 429/2023 dated 08.06.2023 under Section 498A/406/34 IPC and Section 3/4Dowry Prohibition Act registered at PS Dayalpur, Delhi and all the other 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 No. 429/2023 dated 08.06.2023 under Section 498A/406/34 IPC and Section 3/4Dowry Prohibition Act registered at PS Dayalpur, Delhi and all the other proceedings emanating therefrom are quashed.



12. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

OCTOBER 15, 2024

rb/na ..