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

+ **CRL.M.C. 8186/2024**

RAVI & ORS.

.....Petitioners

Through: Mr. Sandeep, Mr. Paramjeet, Mr
Manish, Advs. with Petitioners in
person.

versus

THE STATE NCT OF DELHI & ANR.

.....Respondents

Through: Ms. Kiran Bairwa, APP for State and
SI Narender, HC Suman, PS
Kanjhawala.
R-2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

07.11.2024

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1. The Present petition has been filed under section 528 BNSS for quashing of FIR No. 43/2023 dated 09.02.2023 registered under Section 498A/406/34 IPC at PS Kanjhawala and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 28.02.2019 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 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/Memorandum of Understanding dated 10.01.2024.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 04.09.2024 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. 43/2023 dated 09.02.2023 registered under Section 498A/406/34 IPC at PS Kanjhawala and all the other proceedings emanating therefrom.
6. I have gone through the settlement agreement/Memorandum of Understanding dated 10.01.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. That the both the parties got married on 28.02.2019 according to Hindu Rites and ceremonies at New Delhi.

2. That the first party and second party failed to continue their marital life and they were residing separately since July 2020. Both the parties decided in the immense presence of the Family members and other respectable persons to stop living as husband and wife and they will dissolve their marriage. They will not keep any kind of relation with each other and live separately in future.

3. That the first party will pay Rs. 400,000/- (rupees four lakhs only) to second party:-

1. That today on 10.01.2024 First Party had paid Rs.



50,000/- (Rupees Fifty thousand only) to the second party.

2. That the first party will pay Rs. 50,000/- (Rupees Fifty thousand only) to the second party. upon withdrawal of maintenance case which has been filed by the second party before family court Rohini, Court, New Delhi.

3. That the first party will pay Rs. 100,000/- (Rupees one lakh and only) to the second party On the first motion of divorce.

4. That the first party will pay Rs. 100,000/- (Rupees one lakh and only) to the second party on second motion of divorce.

5. That the first party will pay Rs. 100,000/- (Rupees one lakh and only) to the second party on quashing of F.I.R.

6. That the second party had categorically agreed to withdraw any case/complaint/F.I.R which is pending before any court or department against the first party and his family members, if second party as per the settlement violates any terms and condition then the first party will entitle to recover Rs. 400,000/- (Rupees Four lakhs only) along with interest of 12% which has been given by the first party to the second party. And recover the same from the second party. Also the first party is having the right to take legal action against the second party and the second party will have no objection in respect of the same.

7. That as and when the first party requires the second party for all the aforementioned legal formalities or litigation the second party shall fully co-operate the same.

4. That the first party had returned all the ornaments or



other articles to the second party on 10.01.2024, thereafter any kind due of the second party is not remaining on the first party and the second party will be any kind of claim upon the first party or its family members in future. Therefore the first party has completely settled with the second party in respect of the any article, cash or ornaments etc. therefore the first party will not have any due on the second party and also not to claim any thing in future.

5. That both the parties by their consent willfully and voluntarily, without any pressure had severed their relation of husband and wife.

6. That both the parties will be having the right to live their live as per their choice and they will be free to get married and also in future both the parties will not be interfere in each others lives and if they any of the party interfere in the personal life of the other party then this settlement deed will be declared null and void.

7. That both the parties in future will not defame each other on facebook instagram etc. and whatever photograph and video related to marriage having with the parties the same shall be destroyed or deleted.

8. That the afore said settlement agreement has been made to read and understand by both the parties in their vernacular language. That the contents of the settlement deed are true and correct.”

7. 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. Respondent No. 2 states that she has already received the entire settlement amount and since the marriage between the parties has also been dissolved as per Hindu Rites, she has no objection if FIR No. 43/2023 dated 09.02.2023



registered under Section 498A/406/34 IPC at PS Kanjhawala and all the other proceedings emanating therefrom are quashed.

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. 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.
10. In view of the above, FIR No. 43/2023 dated 09.02.2023 registered under Section 498A/406/34 IPC at PS Kanjhawala and all the other proceedings emanating therefrom are quashed.
11. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

NOVEMBER 7, 2024/AR/KR..