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

+ **CRL.M.C. 8306/2024**

SH GAURAV SHARMA & ORS.

.....Petitioners

Through: Mr. Digvijay Singh Jaswal, Mr.
Manik Sood, Advs.
Petitioners in-person

versus

THE STATE N C T OF DELHI AND ANRRespondents

Through: Ms. Kiran Bairwa, APP for State with
SI Amit Beniwal, PS M S Park
Mr. S C Sharma, Adv. for R-2(VC)
Complainant in-person

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

24.10.2024

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1. The present petition has been filed under Section 528 of the BNSS r/w 482 Cr.P.C. for quashing of FIR no. 104/2023 dated 22.04.2023 registered under Section 498A/406/34IPC at PS Mansarovar Park and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 27.04.2022 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 dated 09.11.2023.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved by a decree of divorce by mutual consent on 25.04.2024
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. 104/2023 dated 22.04.2023 registered under Section 498A/406/34 IPC at PS Mansarovar Park and all the other proceedings emanating therefrom.
6. I have gone through the settlement deed dated 09.11.2023 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“i. It is agreed between husband and wife that there is no possibility of reunion due to irreconcilable differences and as such, they have decided to separate their ways and go for dissolution of their marriage by mutual consent in accordance with law as provided under section 13B of Hindu Marriage Act, 1955.

ii It is agreed between husband and wife that they shall file the first motion petition under section 13B(1) of Hindu Marriage Act for dissolution of marriage by way of mutual consent on or before 30.11.2023.

iii. It is further agreed between husband and wife that after disposal of the first motion petition under section 13B(1) of the Hindu Marriage Act but one week before filing of the second motion petition, the wife shall withdraw the petition under section 125 Cr.PC from the concerned



Court.

iv. It is further agreed between the husband and wife that second motion petition under section 13B(2) of the Hindu Marriage Act shall be filed after expiry of statutory period of six months from the date of disposal of the petition under Section 13B(1) of the Hindu Marriage Act. However, the husband and wife are at liberty to move appropriate application for waiver of mandatory period of six month, if they so desire.

v. It is further agreed between the parties that the husband shall pay an amount of Rs.1,25,000/- (One Lakh Twenty Five Thousand rupees only) to the wife towards full and final settlement for her maintenance (past, present and future), permanent alimony, jewellery etc. and the wife undertakes not to put forth any further claim towards the same in future at any stage.

vi. It is agreed between the parties that the persons namely Sh. Gaurav Sharma (husband), Sh. Laxmi Kant Sharma (father-in-law), Smt. Sangeeta Sharma (mother-in-law) & Ms. Pooja Sharma (sister-in-law) who are respondents in FIR No. 104/23 shall file quashing petition under section 482 Cr.P.C. before the Hon'ble High Court within 30 days of grant of second motion petition and wife shall cooperate in quashing of FIR against all above named respondents including filing of affidavit and appearance in the Hon'ble High Court for the said purpose.

vii. It is agreed between the parties that the husband shall pay the above-said settled amount to the wife by way demand drafts/RTGS/NEFT as per the following schedule:-

<i>S.No.</i>	<i>Amount</i>	<i>Date</i>
<i>1.</i>	<i>Rs.40,000/-</i>	<i>At the time of recording statement in the first motion petition under Section 13B(1) of Hindu Marriage Act.</i>



2.	Rs.40,000/	At the time of recording statement in the second motion petition under Section 13B(2) of Hindu Marriage Act.
3.	Rs.45,000/	At the time of the quashing of the FIR before the Hon' ble High Court against the persons named in FIR (as stated hereinabove)

viii. It is submitted by the wife that her entire Istridhan and dowry articles have already been received by her on 23.10.2023. The list of such articles is annexed with the mediation settlement as Annexure A.

ix. It is further agreed between the parties that on completion of terms agreed above, they shall not be left with any claims towards each other and shall not litigate in future against each other qua this marriage.

x. It is further agreed between the parties that the claims have been settled in totality for quashing of entire FIR and proceedings emanating therefrom qua all persons, namely, Sh. Gaurav Sharma (husband), Sh. Laxmi Kant Sharma (father-in-law), Smt. Sangeeta Sharma (mother-in-law) & Ms. Pooja Sharma (sister-in-law) not arrested, not charge-sheeted and the wife shall co-operate in quashing of FIR against all the aforesaid persons upon payment by husband as stated in para (vi) hereinabove.

xi. It is further agreed that either of the parties to the settlement shall not claim any right whatsoever in the movable and immovable property of the opposite party.”

7. 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.

8. A demand draft bearing DD No. 341568 dated 19.08.2024 of Rs. 45,000/- in the name of Pooja Sharma drawn from Punjab National Bank is handed over to respondent No.2
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 and since the marriage between the parties has also been dissolved and the fact that she has received the entire settlement amount as per the settlement, she has no objection if FIR No. 104/2023 dated 22.04.2023 registered under Section 498A/406/34 IPC at PS Mansarovar Park 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. 104/2023 dated 22.04.2023 registered under Section 498A/406/34 IPC at PS Mansarovar Park 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

OCTOBER 24, 2024/JN/SM..