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

+ **CRL.M.C. 8313/2024**

TARUN KUMAR & ORS.

.....Petitioners

Through: Mr. Trilok Chand, Adv.
Petitioners in-person

versus

THE STATE NCT OF DELHI & ANR.

.....Respondents

Through: Ms. Kiran Bairwa, APP for State with
ASI Shri Ram, PS Tigri
Complainant in-person

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

24.10.2024

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CRL.M.A. 31751/2024 (Exemption)

1. Exemption granted, subject to all just exceptions.
2. Application stands disposed of.

CRL.M.C. 8313/2024

3. The present petition has been filed under Section 528 of the BNSS r/w 482 Cr.P.C. for quashing of FIR no. 0291/2023 dated 31.07.2023 registered under Section 498A/406/34 IPC at PS Tigri and all other proceedings emanating therefrom.
4. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 16.11.2021 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.

5. 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 deed / compromise deed dated 17.05.2024.
6. Pursuant to the settlement, it has been submitted that the marriage between them has already been dissolved on 12.08.2024.
7. 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. 0291/2023 dated 31.07.2023 registered under Section 498A/406/34 IPC at PS Tigri and all the other proceedings emanating therefrom.
8. I have gone through the settlement deed / compromise deed dated 17.05.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. It is agreed between the parties that since there is no chance of their re-union, both the parties have decided to get separation from each other by way of mutual divorce.

2. It is agreed between the parties that Second Party/husband is ready to pay the amount of Rs.6,90,000/- (Rupees Six Lakh Ninety thousand only) towards full and final settlement of all her claims including maintenance (past, present and future), permanent alimony, stridhan etc. and in respect of all the above-mentioned matter/s.

3. It is agreed between the parties that Second Party/husband shall pay the above-mentioned settled amount of Rs.6,90,000/- (Rupees Six Lakh Ninety thousand only) to the First Party in three installments by way of



DD/RTGS/NEFT/Any other electronic mode.

4. It is agreed between the parties that Second Party/husband shall make the payment of first installment of Rs.2,30,000/- to the First Party at the time of recording of statements of the parties on first motion of mutual divorce petition before the court concerned, which shall be filed within 30 days from today and after receiving the first installment, the first party shall withdraw the present matter as well as maintenance petition from the concerned courts and before filing the second motion. 5. It is further agreed between the parties that both the parties will jointly file the second motion divorce petition within the statutory period, as per law and Second party/husband shall pay the second installment of Rs.2,30,000/- to the First party at the time of recording the statement of second motion of divorce proceedings before the court concerned. Both the parties are also at liberty to seek waiver of the mandatory cooling off period of 6 months from the appropriate Court, for which both the parties shall co-operate. Both the parties shall co-operate with each other in preparation of petition for divorce by mutual consent.

6. FIR No. 291/23, U/s 498A/406/34 IPC has been registered against the following accused persons on the complaint of First Party :-

(i). Sh. Tarun Kumar/Husband/Second party

(ii). Smt. Dulari/Mother of Second party

(iii). Sh. Tejpal/Father of Second party

(iv). Sh. Vikas/Brother of Second party

(v). Ms. Leena/Sister of Second party

(iv). Jai Chand/Brother-in-law of Second party

As one of the sections in above-mentioned FIR is non-compoundable in nature, hence it cannot be settled through mediation. However, it is agreed upon between the parties that the Second Party alongwith all the other co-accused shall move for quashing of above- mentioned FIR before the Hon'ble High Court within 30 days after recording of statement for second motion and the First Party shall fully co-operate in the said proceedings. It is further agreed between the parties that the



First Party shall sign his/her affidavit of no objection, appear and do all possible acts required in order to get the above- mentioned FIR as well as proceedings emanating therefrom quashed qua all the accused persons. The litigation expenses for quashing of the above-mentioned FIR shall be borne by the accused persons. It is further agreed between the parties that the Second Party shall pay the 3rd i.e. last installment of Rs. 2,30,000/- to the First Party on or before the date of hearing of quashing petition before the Hon'ble Delhi High Court.

7. That both the parties undertake not to interfere in each other's life or future prospects or malign each other or their families over social media, internet or by any means and both the parties will not contact each other in any way like Whatsapp, email, telephone, and any other electronic mode, etc. or never contact or try to meet their family members, relatives and friends in future for any purposes whatsoever. It is further agreed between the parties that both parties shall not misuse any photograph or video of each other.

8. It is further agreed between the parties that no Party shall back out from the present Settlement Agreement and shall co-operate each other to get the mutual divorce in terms of the present Settlement Agreement. If any Party to the present Settlement Agreement fails to co-operate at any stage of proceedings, the other Party shall be at liberty to initiate all the legal proceedings against the faulty Party on account of breach of the present Settlement Agreement by way of suing the other Party in accordance with the law of the land.

9. It is also agreed by the parties that upon compliance of the above-mentioned terms and conditions of this settlement, parties shall not file any civil/criminal case against each other or their family members pertaining to their marriage and/or with regard to their respective movable or immovable property/properties, whatsoever.

10. It is also agreed between the parties that pursuant to the settlement reached between the parties, all the matters/cases/complaints (civil/criminal), which are pending between the parties before any Court/Authorities/Forum shall be deemed to have been settled or to have been withdrawn post signing of this settlement.”



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. As per settlement, a demand draft bearing DD No. 903131 dated 16.10.2024 of Rs. 2,30,000/- in the name of ANNU drawn from State Bank of India is handed over to respondent No.2 in the Court.
11. 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 and that since she has received the entire settlement amount, she has no objection if quash FIR No. 0291/2023 dated 31.07.2023 registered under Section 498A/406/34 IPC at PS Tigri and all the other proceedings emanating therefrom are quashed.
12. 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.

13. In view of the above, FIR No. 0291/2023 dated 31.07.2023 registered under Section 498A/406/34 IPC at PS Tigri and all the other proceedings emanating therefrom are quashed.

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

DINESH KUMAR SHARMA, J

OCTOBER 24, 2024/JN/SM..