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

+ **W.P.(CRL) 3323/2024**

VIKRANT SINGH GANDAS AND ORS.

.....Petitioners

Through: Mr.Rajesh Mishra, Adv. with
petitioners in person except Petitioner
no.4

versus

STATE NCT OF DELHI AND ANR.

.....Respondents

Through: Mr.Sanjeev Bhandari, ASC (Crl.) for
the State with Ms.Charu Sharma,
Mr.Arjit Sharma, Mr.Vaibhav Vats
and Mr.Nikunj Bindal, Advts.
ASI Surender Kumar, PS V.K.South
Ms.Soni Kumari, Adv. for R-2. with
R-2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

23.10.2024

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CRL.M.A. 31989/2024(exemption)

Exemption is allowed, subject to all just exceptions.

The application stands disposed of.

W.P.(CRL) 3323/2024

1. Present petition has been filed for quashing of case FIR no.0298 dated 18.05.2023 registered under Section 498A/406 IPC at PS Vasant Kunj South and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 29.01.2020 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 27.10.2020 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 11.10.2023.
4. Prior to the settlement, it is submitted by both parties that the marriage between them had already been dissolved on 30.04.2024 as per law.
5. Learned Counsel for the petitioner submitted that Petitioner no.4 has been expired. His death certificate has already been placed on record.
6. 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.0298 dated 18.05.2023 registered under Section 498A/406 IPC at PS Vasant Kunj South and all the other proceedings emanating therefrom.
7. I have gone through the settlement deed dated 11.10.2023 which has been placed on record. The settlement agreement provides for the following terms and conditions:

1. Whereas, the parties in pursuance of the above mentioned Settlement Agreement are willing and ready to sever their marital relationship.

2. Parties hereby have mutually agreed to dissolve their marriage by filing a joint Petition for divorce by way of mutual consent U/S 13(B)(1) of the Hindu Marriage Act, 1955 in the Court of Competent Jurisdiction at New Delhi, on/ before 16/11/2023.

3. It is agreed between the parties that after expiry of mandatory



prescribed period of six (06) months or any other earlier, if any so permitted under law/judicial pronouncement, they will file second motion as contemplated under the Hindu Marriage Act, 1955 or in any other law and both the parties shall cooperate in entire process of mutual consent divorce proceedings and shall duly appear before the Hon'ble Court for recording of their respective statements as required in law for the first and second motion.

4.It is agreed between the parties that the Petitioner (Husband) shall pay lump sum consideration amount of Rs.40,00,000/- (Rupees Forty Lakhs only) to the respondent (wife) as full and final settlement (against respondent/ wife past, present and future maintenance, permanent alimony, stridhan etc.) under the following manner in three installments.

5.That the Petitioner (husband) will pay a sum of Rs.15,00,000/- (Rupees Fifteen Lakhs only) in the form of D.D. to the respondent (wife) at the time of recording of statement of both the parties before the Hon'ble Family Courts under the first motion proceedings. First Motion Petition shall be prepared by the Petitioner.

6.That the Petitioner (husband) will pay a sum of Rs.15,00,000/- (Rupees Fifteen Lakhs only) to the respondent (wife) at the time of recording of statement of both the parties before the Hon'ble Family Courts under second motion proceedings in the form of Demand Draft. Second Motion Petition shall be filed by both the parties within 30 days of expiry of mandatory cooling period of six months after completion of first motion or both the parties shall file an application for waiving of mandatory cooling period of six months after first motion. Second Motion Petition shall be prepared by the Petitioner.

7.It is further agreed between the parties that the Petitioner (husband) will pay a sum of Rs.10,00,000/- (Rupees Ten Lakhs only) in the form of D.D. to the respondent (wife) at the time of quashing of FIR No.298/2023, Under Section 498A/406/34 I.P.C., P.S. Vasant Kunj South, New Delhi, in the Hon'ble Delhi High Court within 30 days after second motion and petitioner (wife) shall cooperate and sign all necessary affidavits and appear for statements and do needful in quashing of above said FIR. The FIR quashing shall be filed by husband.



8. That both the parties undertake not to establish any future contact with each other in any manner whatsoever from date of signing of the present Deed and only contact that shall be made between parties shall be only with respect to signing of divorce petitions and coordination of dates for appearance before the Court.

9. The parties also undertake not to interfere in each other's life directly or through family members, relatives or any indirect mode. The parties hereby admit and acknowledge that they shall stand severed of any relationship whatsoever with each other..

10. It is agreed between the parties that in event of non-appearance for the purpose of disposal of second motion and decree of divorce or quashing of F.I.R. in Delhi High Court, the respondent (wife) shall return received amount with 2 percent interest per month to petitioner (husband). Similarly, if petitioner (husband) does not appear for the purpose of disposal of second motion and decree of divorce and quashing of F.I.R. if any the said amount shall stand forfeited by respondent (wife) and shall not be adjusted any arrear or any other.

11. This Agreement constitutes entire Agreement between the parties and supersedes all or any prior agreement/correspondences/negotiations/discussions/representations, both written as well as oral, among the parties.

12. Parties also agree that the respondent (Wife), shall not claim, in future, any maintenance (past, present and future), any Istridhan or lay claim on any right, title or interest in the (moveable and immoveable properties) of the Petitioner (Husband) or his family members.

13. It is agreed that both the parties shall withdraw all the cases and complaints filed against each other from the respected Hon'ble Courts, police station, and concerned authorities before the Second motion of mutual divorce.

14. It is agreed between the parties that all the matters relating to this marriage either civil or criminal are settled and neither the parties nor their relatives shall make any complaints against each other in future and will not file any case/complaints against each other at any time in future in any court of law/police station etc.



8. Remaining payment of the settled amount has been made to respondent no.2 vide D.D.No.403845 dated 22.10.2024 in the sum of Rs.10,00,000/- (Rs.Ten Lakhs only) in the name of Varnika drawn on the Union Bank, Vasant Kunj. Respondent no. 2 submits that she has received the full and final settlement amount.
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. 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.0298 dated 18.05.2023 registered under Section 498A/406 IPC at PS Vasant Kunj South and all the other proceedings emanating therefrom are quashed.
11. 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.

12. In view of the above, FIR no.0298 dated 18.05.2023 registered under Section 498A/406 IPC at PS Vasant Kunj South and all the other proceedings emanating therefrom are quashed.
13. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

OCTOBER 23, 2024

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