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

+ **CRL.M.C. 8430/2024**

RAJENDER SINGH & ORS.

.....Petitioners

Through: Mr. Jitesh Kumar Singh and Ms.
Shikha Gupta, Advocates.

versus

STATE OF GOVT OF NCT & ANR.

.....Respondents

Through: Ms. Kiran Bairwa, APP for State
along with SI Shweta P.S. BHD
Nagar and W/ASI Sunita P.S. Uttam
Nagar.
Mr. Subodh Gupta, Advocate for R-2.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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24.10.2024

CRL.M.A. 32179/2024 (Exemption)

Exemption allowed, subject to all just exceptions.

Applications stand disposed of.

CRL.M.C. 8430/2024

1. The present petition has been filed under Section 528 BNSS r/w 482 Cr.P.C. seeking quashing of FIR No. 327/2021 registered at Police Station Baba Haridas Nagar, Delhi under Sections 498A/406/34 IPC and all the proceedings emanating therefrom.
2. Brief facts of the case that Respondent no. 2 married the petitioner no. 1 on 19.04.2021 according to Hindu rites and ceremonies. No child was born out of the said wedlock. However, due to temperamental



differences and mental incompatibility, disputes arose and parties started living separately since January 2020, and the present FIR was also registered.

3. It has been stated that during the pendency of the proceedings, the dispute was settled between the parties before the Mediation Centre Dwarka Courts vide settlement deed dated 30.03.2024 on following terms and conditions;

“...a) It has been agreed between the parties that they shall seek divorce by mutual consent which shall be filed jointly by the parties.

b) Both the parties have agreed that the plaintiff/husband shall pay a total sum of Rs. 8,50,000/- (Rupees Eight lac Fifty Thousand only) to the defendant/wife as full and final settlement of all her claims regarding maintenance, dowry, stridhan, permanent alimony and maintenance (past, present and future). Out of which a sum of Rs. 1,00,000/- (Rupees One Lakh Only) has already been paid by plaintiff/husband to the defendant/wife. Defendant/wife has acknowledged the receipt of the same. Remaining sum of Rs. 7,50,000/- (Rupees Seven Lac Fifty Thousand Only) shall be paid by plaintiff/husband to the defendant/wife in three installments by way of demand draft as under :-

(i) A sum of Rs. 3,00,000/- (Rupees Three Lac Only) will be given by the plaintiff/husband to respondent/wife at the time of recording of their joint statement in the petition under Section 13 B (1) of H. M. A. which shall be jointly filed by them within fifteen days from today.

(ii) A sum of Rs. 3,00,000/- (Rupees Three Lac only) shall be paid by the

plaintiff/husband to the defendant/wife at the time of recording of their joint statement in the second motion petition under Section 13 B (2) HMA Both the parties shall move second motion petition for divorce, within fifteen days of expiry of the minimum statutory period after recording of first motion statement or any time sooner as per law.



(iii) Remaining sum of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) shall be paid by the plaintiff/husband to defendant/wife at the time of quashing of above mentioned FIR bearing no. 327/2021, u/s 498A/406/34 IPC before Hon'ble High Court of Delhi. Respondents in abovementioned FIR shall move petition for quashing of FIR within fifteen days of recording of second motion petition before Hon'ble High Court of Delhi. The complainant, shall cooperate in the said proceedings.

(iv) That it has been apprised to the parties that the quashing of the above mentioned connected FIR is the discretion of the Hon'ble High Court of Delhi.

5. The plaintiff shall make the appropriate statement for withdrawal/ disposal of the present suit on date fixed before the Ld. Referral Court.

6. Both parties shall withdraw their respective above mentioned connected case on their respective date fixed before Ld. Concerned Courts.

7. The parties shall be bound by the terms and conditions as mentioned above.

8. In case, any of the above parties do not abide by the terms and conditions of this settlement, the other party shall be at liberty to take appropriate action as per law.

9. As the present settlement has been arrived through the process of mediation, the plaintiff is entitled to get the court fee refunded in terms Section 16 of the Court Fee Act, 1870.

10. Both the parties shall bear their respective cost of litigation.

11. By signing this settlement, parties state that they have no further claims or demands against each other with respect to the present case, all the disputes and differences in this regard have been amicably settled by the parties hereto during the process of mediation.

12. The contents of the settlement have been explained to both the parties in Hindi and they have understood the same. Both the parties undertake that they have consented and signed the above settlement after going through and understanding its contents and they have settled the dispute



between themselves of their own free free will and without coercion, pressure, undue influence, force, misrepresentation or mistake from any quarter.”

4. 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.**
5. Respondent No. 2 is present in court and has duly been identified by the IO. She states that pursuant to the settlement divorce has already taken place between the parties vide decree dated 13.09.2024. She further submitted that she had resolved the dispute voluntarily without any fear, force, or coercion and has no objection if FIR No. 583/2022 registered at Police Station Sultanpuri, Delhi under Sections 498A/406/34 IPC is quashed.
6. 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.

7. In view of the above, FIR No. 327/2021 dated 15.07.2021 registered at Police Station Baba Haridas Nagar, Delhi under Sections 498A/406/34 IPC and all the proceedings emanating therefrom are quashed.
8. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

OCTOBER 24, 2024/ssc/smg..