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

+ **CRL.M.C. 8570/2024, CRL.M.A. 32728/2024**

BHUPENDER SINGH ALIAS LOVELY AND ORS.....Petitioners

Through: Mr.Hari Om Mishra, Advocate with
Petitioners in person.

versus

STATE GNCT OF DELHI AND ANRRespondents

Through: Ms.Kiran Bairwa, APP for State with
ASI Ashok Kumar Singh, PS Jahangir
Puri
Mr.Prateek Goswami, Advocate for
R-2

**CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA**

**ORDER
17.12.2024**

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- 1.The present petition has been filed for quashing FIR no.420/2020 registered under Sections 498A/406/34 of the Indian Penal Code, 1860 (IPC) at PS Jahangirpuri and all other proceedings emanating therefrom.
- 2.Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 19.04.2018 in accordance with the Hindu Rites and Ceremonies and there is no child out of the said wedlock. However, on account of temperamental differences and mental



incompatibility, the parties started living separately since 10.10.2019 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 16.01.2024 before the Counselling Cell, Family Court, Central District, Tis Hazari. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs.7,20,000/- in full and final settlement of the entire dispute to respondent no. 2/complainant.
4. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 24.04.2024 passed by Learned Judge Family Court Central, Delhi in HMA Petition No. 629/2024.
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.420/2020 registered under Sections 498A/406/34 of the IPC at PS Jahangirpuri and all the proceedings emanating therefrom.
6. I have gone through the settlement dated 16.01.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:
 - “1. That the petitioner and respondent have agreed to dissolve their marriage by mutual consent in accordance with law provides U/s 13 (B) of the Hindu Marriage Act.*
 - 2. It is agreed between the parties that husband shall pay to the wife a sum of 7,20,000/- (Rs. Seven Lac Twenty Thousand only) as full and final settlement against istridhan and dowry,*



maintenance towards past, present and future qua this marriage, in Two installment by the way in /DD/Pay Order.

3. It is further agreed between the parties that the husband will pay Rs. 2,50,000/-(Rs. Two Lac Fifty Thousand Only) to the wife at the time of recording of the statement of first motion, by the way in DD/Pay Order.

4. it is further agreed between the parties that the husband will pay Rs. Rs. 2,50,000/-(Rs. Two Lac Fifty Thousand Only) to the wife at the time of recording of the statement of second motion, by the way in /DD/Pay Order.

5. It is agreed between the parties that the first motion petition shall be filed on or before 15/02/2024 and second motion petition shall be filed soon after the completion of the period of the statutory period of the order U/s 13 B (1) of HMA. However, both the parties shall make efforts to waive off the said statutory period, as per law.

5. It is further agreed between the parties that the husband shall pay Rs. 2,20,000/- by the way of DD/PAY ORDER/ ONLINE to the wife at the time of recording of the statement in quashing of FIR No. 420/2020 under section 498/406/34/ IPC at PS. Jhangir puri before honble court of Delhi and quashing petition be filed with in 2 month after second motion and wife shall cooperate and sign all the necessary affidavit and do the needful in quashing of the said FIR.

7. There are no child born from this wedlock.

8. It is further agreed between the parties that the petitioner/husband will withdraw the case which is pending in the court of SH.MURARI PRASAD SINGH LD. Judge, Family Court, cent. District, Tis Hazari.

9. It is further agreed between the parties that the respondent/wife will withdraw the D.V case which is pending in Tis Hazari court after recording of the first motion statement.



10. It is agreed between the parties that they have understood the terms and conditions of the settlement.

11. It is further agreed between the parties that they shall remain bound with the aforesaid terms and conditions and mentioned in the settlement.

12 It has been agreed between both the parties that if any of the parties backs out from settlement agreement after the signing of the same penalty of Rs.1,00,000/- (Rupees One lac Only) shall be imposed upon the said party payable to the other party

13 All the matters relating to this marriage either civil or criminal are settled and neither the parties nor their relatives shall make any claim against each other in future and will not file any case/complainant against each other and any time future in all court of law/Police Station etc.

14. The parties have agreed on each and every terms as recorded in the settlement agreement, after carefully reading over and fully understanding and appreciating the contents, scope and effect thereof, as also the consequences of the breach thereof, including payment of the file/penalty as mentioned above.

15. It is agreed between the parties that if either of the parties commits breach or defaults of this mutually agreement settlement after the first motion, if wife back out of the amount taken at the time of first motion shall be return to husband with 02% pm interest and if husband backs cut the amount given at the time of first motion shall stands forfeited by the wife.

16. The terms and conditions mentioned in the settlement have been understood in vernacular. The above said settlement is arrived at between the parties out of their own free will, consent and without their being any undue pressure, coercion, influence, misrepresentation or mistaken (both law and act) in any form whatsoever and the parties agreed that the settlement agreement has correctly recorded the said agreed terms and conditions.”



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) 5 SCC 226; ***Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another***, 2019 SCC OnLine Del 8179.
8. Today, as per settlement, a demand draft bearing DD No. 873285 dated 03.12.2024 drawn on State Bank of India of Rs.2,20,000/- in the name of respondent No.2 is handed over to the respondent No.2 in the Court. Respondent No. 2 states that she has received the entire settlement amount.
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. She submits that other petitions have already been withdrawn or dismissed. And since the marriage between the parties has also been dissolved by a decree of divorce by mutual consent order/judgment dated 24.04.2024, she has no objection if FIR no.420/2020 registered under Sections 498A/406/34 of the IPC at PS Jahangirpuri and all the 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.420/2020 registered under Sections 498A/406/34 of the IPC at PS Jahangirpuri and all the other proceedings emanating therefrom are quashed.
12. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 17, 2024
SV/KR