



\$~48

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

+ **CRL.M.C. 8579/2024**

AVINASH AND ORS

.....Petitioners

Through: Mr.Rajeev Kumar, Mr.Sandeep
Dhama and Mr.Kapil Kumar,
Advocates

versus

STATE GOVT. OF NCT OF DELHI AND ANR.Respondents

Through: Ms.Kiran Bairwa, APP for the State
alongwith W/SI Vinod Kapoor, P.S.-
Sagarpur

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

18.11.2024

%

CRL.M.A. 32766/2024 (Exemption)

Exemption allowed, subject to all just exceptions.

The application stands disposed of.

CRL.M.C. 8579/2024

1. The Present petition has been filed under Section of the Bharatiya Nagarik Suraksha Sanhita, 2023, for quashing FIR No. 363/2022 dated 01.07.2022 registered under Sections 498A/406/34 IPC at Police Station Sagarpur and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 29.01.2012 in accordance



with the Hindu Rites and Ceremonies and a girl child was born on 03.07.2018 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 28.03.2024.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 02.09.2024 as per Hindu rites and ceremonies.
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. 363/2022 dated 01.07.2022 registered under Sections 498A/406/34 IPC at Police Station Sagarpur and all the other proceedings emanating therefrom.
6. I have gone through the settlement deed dated 28.03.2024 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 or by 10/04/2024

3. It is agreed between the parties that after expiry of mandatory prescribed period of six (6) month or any other earlier, if any so permitted under the 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 statement as required in law for the first and second motion.

4. It is agreed between the parties that the respondent (Husband) shall pay lump sum consideration of Rs.1500000/- (Fifteen Lakh) as full and final settlement out of this settled amount Rs1000000/- Ten Lakh for the petitioner (Wife) against the petitioners' (Wife) past present and future maintenance, permanent alimony, stridhan etc, and Rs 500000/- (Five Lakh) FDR in the name of minor daughter and guardian will be petitioner (Wife) in SBI Janakpuri Delhi, under the following manner in three installment.

5. That respondent (husband) will pay a sum of Rs.500000/- (Five Lakh) In the form of FDR in the name of minor daughter to the petitioner (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 petitioner (wife).

6. It is agreed between the parties that the respondent (Husband) shall return dowry article to the petitioner (wife) as per the list signed by both the parties attached herewith as a annexure "A" prior three days from first motion expenses will be borne by both the parties equally.

7. That the respondent (Husband) shall pay Rs, 500000/- (Five Lakh) to the petitioner (wife) at the time of recording of statements of both the parties before the Hon'ble family court on under the second motion proceedings in the form of Demand Draft. Second motion petition shall be filled by both the parties within 30 days of expiry of mandatory



cooling period of six month after completion of first motiori or both the parties shall file an application for waiving of mandatory cooling period of six month after first motion.

Second motion petition shall be prepared bay petitioner (wife)

8. It is further agreed between the parties that the respondent (Husband) shall pay Rs.500000/- (Five Lakh) in the form of DD to the petitioner (wife) at the time of quashing of FIR No 363/2022 U/S-498A/406/34 IPC P.S Sagarpur New Delhi. in Hon'ble Delhi High Court within 30 days after second motion and petitioner(Wife) shall cooperate and sign all the necessary affidavits and appear for statements and do the needful in quashing of said FIR. The FIR quashing shall be filed by Husband.

9. It is agreed between the parties that the minor Child namely Shanaya Age 5+ years will be under the absolute legal custody and sole guardianship of the Petitioner (Wife) and the respondent (Husband) shall not have visitation rights in future neither he will claim it in future.

10. 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..

11. 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 FIR in Delhi High Court or any other High Court in India the petitioner (Wife) shall return the received amount with 2 percent interest per month to the respondent (Husband). Similarly if the respondent (Husband) does not appear for the purpose of disposal of second motion and decree of divorce and quashing of FIR the said amount shall stand forfeited by petitioner (Wife) and shall not be adjusted any arrear or any other.

12. This agreement constitutes the 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.

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

14. 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.

15. 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.

16. It is agreed and parties undertake not to file any other complaint, petition, execution application etc. against each other at any time in future in any court of law in India and both the parties here by agree to abide by present settlement as having been reached without any undue influence, pressure or coercion.

17. It is agreed between the parties that in the event of failure of the compliance of present settlement, both the parties shall be at liberty to seek revival and peruse their respective cases / remedies under law which includes proceedings mentioned herein.

18. That the present agreement is being executed by the parties in pursuance of their future interest and without any force or coercion and the same is based on free consent of the parties

19. 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 fine/penalty as mentioned above.



20. It is agreed between the parties that in the event of breach of any condition In the present deed, the parties are free to avail the remedy as available to them under the respective laws and would not be barred from the terms of the present settlement deed.”

7. The total settlement amount in terms of the settlement deed dated 28.03.2024 is Rs.15,00,000/-. Today, as per the settlement, a demand draft bearing DD No. 671746 dated 25.10.2024 drawn on Union Bank of India of Rs.5,00,000/- in the name of Pratibha is handed over to respondent No.2 in the Court. Respondent No. 2 states that she has received the entire settlement amount. A separate statement of Respondent No. 2 has been recorded stating her no objection and that she has received the entire settlement amount.
8. 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.



9. Both parties are present in Court and have duly been identified by the respective counsel. 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 Hindu Rites, she has no objection if FIR No. 363/2022 dated 01.07.2022 registered under Sections 498A/406/34 IPC at Police Station Sagarpur 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. 363/2022 dated 01.07.2022 registered under Sections 498A/406/34 IPC at Police Station Sagarpur and all the other proceedings emanating therefrom are quashed.
12. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

NOVEMBER 18, 2024

Dy/ht..