



\$~34

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

+ **CRL.M.C. 8602/2024, CRL.M.A. 32883/2024**

SHRI RAJU & ORS.

.....Petitioners

Through: Mr. Ratna Aggarwal & Ms. Chitra
Singh, Advocates.

versus

THE STATE (THE GOVT. OF N.C.T.OF DELHI) & ANR.

.....Respondents

Through: Ms. Kiran Bairwa, APP for the State
with SI Sunita & Kanihya Lal. P.S.
Shahdara.

Mr. Rakesh Kumar, Counsel for R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

12.12.2024

%

1. The Present Petition has filed Under Section 582/482 of BNSS 2023 C.R.P.C 1973, for Quashing of FIR No. 0149/2019 PS: Shahdara, New Delhi, offences punishable under Sections 498A/406 of the Indian Penal Code, 1860 and all consequential proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that the marriage between the petitioner and the respondent no.2 was solemnized on 28.08.2015 in accordance with the Hindu Rites and Ceremonies and no child, out of the said wedlock. However, on account of temperamental differences and mental incompatibility, the parties started living separately since March 2019 and on the complaint of the respondent No.2, the present



FIR got registered.

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 10.11.2022.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved as per Hindu rites and ceremonies on 30.03.2024. Respondent No.2 also states that the divorce as already been taken place 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 bearing No. 0149/2019 registered at Police Station Shahdara, for offences punishable under Sections 498A/406 of the IPC and all consequential proceedings emanating therefrom.
6. I have gone through the settlement deed dated 10.11.2022 arrived at Delhi Mediation Centree, Karkardooma Courts which has been placed on record. The settlement agreement provides for the following terms and conditions:

1.It is agreed by both the parties that there is no possibility of reunion of the complainant and the respondent due to irreconcilable differences. Accordingly, they have decided to separate their ways and go for dissolution of their marriage by mutual consent in accordance with law as provided under Section 13-B of Hindu Marriage Act.

2. It is also agreed between the parties that the parties shall file joint petition under Section 13(1) of the Hindu Marriage Act for dissolution



of marriage by a decree of divorce by mutual consent on or before 10.02.2023.

3. It is further agreed between the parties that within 15 days after expiry of statutory period of six months from the date of passing of the order in the first motion petition under Section 13B(1) of the Hindu Marriage Act by mutual consent, the parties shall file the second motion petition under Section 13B(2) of the Hindu Marriage Act. However, the parties are at liberty to move appropriate application for waiver of mandatory period of six months, if they so desire.

4. It is further agreed between the parties that the husband shall return the articles as per Annexure A duly signed by both the parties (copies exchanged) to the wife at the time of making statement in the proceedings under Section 13-B(1) of the Hindu Marriage Act and same shall be collected by her own from outside of his residence.

5. it is further agreed between the parties that the husband shall pay an amount of Rs.1,30,000/- (Rs. One Lakh Thirty Thousand only) to the wife towards full and final settlement for her maintenance (past, present and future) permanent alimony, istridhan, dowry articles, jewellery etc.

6. It is agreed between the parties that the husband shall pay the above-said settled amount to the wife as per the following schedule:-

i) Rs.30,000/- (Rs. Thirty Thousand Only) shall be paid by the husband to the wife by way of demand draft at the time of recording of statement in the first motion petition under Section 13B(1) of the Hindu Marriage Act.

ii) Rs.50,000/- (Rs. Fifty Thousand Only) shall be paid by the husband to the wife in the form of DD in the name of wife at the time of recording of statement in the second motion petition under Section 13B(2) of the Hindu Marriage Act iii) Rs.50,000/- (Rs. Fifty Thousand Only) shall be paid by the husband to the wife by way of demand draft at the time of making statement for proceedings pertaining quashing of the FIR No. 149/2019 PS Shahdara, Delhi under Sections 498A/406/34 IPC.



7. It has also been amongst between the parties that for quashing of FIR No. 149/2019 PS Shahdara, Delhi under Sections 498A/406/34 IPC, the husband and member of his family shall file a petition within one month after obtaining the decree of divorce by way of mutual consent and the expenses of the quashing proceedings shall be borne by the husband. The wife shall co-operate with the husband and his family members in quashing of FIR. This settlement is however subject to ratio of the judgments in the cases "Vinod Kumar & others v Govt of NCT of Delhi & anr" dated 27.1.2020 (in Crl.MC No.4286/2009), "Birender Kr & anr v State of Delhi & anr" dated 17.1.2020 (in Crl.MC No.214/2020) as well as "Rakesh Jain & ors y State & anr" dated 06.9.2019 (in Crl.MC No.2935/2019), pertaining to quashing of the FIR under Section 482 Cr.PC and in that context the undersigned has also made preliminary scrutiny of the facts so as to satisfy the aspect of possibility for recording this statement that may be acceptable to the Hon'ble High Court of Delhi, bearing in mind the law governing the compounding of the offences or exercise of power of Hon'ble High Court under Section 482 Cr.PC. Parties have been made clear that the outcome of the quashing petition shall be as per merits of the petition itself and this settlement does not confer a right thereto.

8. It is further agreed between the parties that on completion of terms agreed above, the parties shall not be left with any claims towards each other and shall not litigate in future against each other qua their marriage.

9. It is further agreed between the parties that complainant shall not file any execution petition with regard to the above said ex-parte order/case.

10. It is further agreed that either of the parties to the settlement shall not claim any right whatsoever in the movable and immovable property of the opposite party.

11. In case of breach violation/ willful deliberate disobedience, the party breaching the terms shall be liable for contempt proceedings and the party aggrieved shall be entitled for status quo-ante in every possible legal way.



12. The defaulting party would return all the benefits/advantages/privileges that have enured in its favour and both the parties would be restored to the position that was before they had arrived at such a settlement agreement.

13. The terms have been settled between the parties of their own free will, volition and consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (both of law and fact), in any form, whatsoever, and the settlement agreement has correctly recorded the said agreed term.

14. Both the parties undertake that they will abide by and be bound by the agreed terms/stipulations of the settlement agreement.

7. The total settlement amount in terms of settlement deed dated 10.11.2022 is Rs. 1,30,000/-. Today, as per settlement, a demand draft of the remaining amount bearing DD No. 000822 dated 16.07.2024 drawn on HDFC Bank, of Rs.50,000/- in the name of Ms.Neelam Kaur is handed over to the respondent No.2 in the Court. Respondent No. 2 states 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 the parties are present in Court and have duly been identified by the Investigation Officer. Respondent No. 2 submits that she has entered the settlement voluntarily without any fear, force, or coercion. And since the marriage between the parties has also been dissolved as per Hindu Rites, she has no objection if FIR bearing No. 0149/2019 registered at Police Station Shahdara, for offences punishable under Sections 498A/406 of the IPC and all consequential 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 bearing No. 0149/2019 registered at Police Station Shahdara, for offences punishable under Sections 498A/406 of the IPC and all consequential proceedings emanating therefrom are quashed.
12. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 12, 2024

Pallavi/NA