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

+ **CRL.M.C. 8668/2024, CRL.M.A. 33112/2024**

RAM SINGH & ANR.

.....Petitioners

Through: Mr. Juned Ansari, Mr. Ankit Rai,
Advs. with Petitioners in person.

versus

THE STATE N C T OF DELHI & ANR.

.....Respondents

Through: Ms. Kiran Bairwa, APP for State and
SI Sangeeta Malik, PS Model Town.
Mr. Abhishek Sharma, Adv. with R-2
in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

05.11.2024

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1. The Present petition has been filed under section 528 BNSS for quashing of FIR No. 361/2018 dated 28.09.2018 registered under Section 498A/406/34 IPC at PS Model Town and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 08.12.2017 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 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 Memorandum of Understanding/Compromise Deed dated 20.12.2019.

4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 30.03.2021 as per law.
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. 361/2018 dated 28.09.2018 registered under Section 498A/406/34 IPC at PS Model Town and all the other proceedings emanating therefrom.
6. I have gone through the Memorandum of Understanding/Compromise Deed dated 20.12.2019 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. It is agreed between the parties, that the parties to the Compromise/Settlement Deed that they would file a mutual divorce petition before the Family Court at Delhi on the date of signing of the present deed.

2. It is further agreed between the parties that the Second Party/Husband will pay to the first party/wife the amount of Rupees Two lakhs as full and final payment/settlement towards all her past, present and future claims of maintenance and permanent alimony, jewellery, stridhan, dowry articles etc. etc.

3. That the aforesaid amount of Rupees Two lakhs shall be distributed in two equal installments of Rs. One lakh each to be paid at the time of first and second motion in the Hon'ble court. Apart from the agreed amount of Rs. 2,00,000/- (Rupees Two Lakhs Only), the first party will not ask for any amount at the time of quashing petition in the Hon'ble Court High of Delhi.



4. It is agreed between the parties, that both the parties shall not file any suit petition or complaint etc. against each other and the family members of each other in future and shall withdraw all the complaints, proceedings if filed anywhere before any authority in this regard whenever the same comes to the knowledge of the parties besides the cases mentioned above.

5. It is agreed that both parties will appear before the Hon'ble High Court of Delhi to quash the FIR No. 361/18 PS Model Town after the final divorce decree is awarded by the Ld. Court.

6. That both the parties hereby agreed that this Compromise/Settlement Deed is irrevocable and unquestionable and undertake that this Compromise/Settlement Deed would inter alia be legal, valid, binding and enforceable and executable in all manners and none of the parties shall be at liberty to take the advantage of any technical language or lacuna if any, if the same are not explain hereinabove.

And Whereas this Mutual Divorce Agreement has been executed between the parties with their mutual consent and free will without any pressure, force, coercion or undue influence from any side.”

7. Respondent No. 2 is present in court and has duly been identified by the IO. She states that she already received the entire settlement amount. She further 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 law, she has no objection if FIR No. 361/2018 dated 28.09.2018 registered under Section 498A/406/34 IPC at PS Model Town and all the other proceedings emanating therefrom are quashed.



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. 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.
10. In view of the above, FIR No. 361/2018 dated 28.09.2018 registered under Section 498A/406/34 IPC at PS Model Town and all the other proceedings emanating therefrom are quashed.
11. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

NOVEMBER 5, 2024/AR/smg..