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

+ **W.P.(CRL) 3453/2024**

SUNIL SAHNI

.....Petitioner

Through: Mr. Kartikay Kaushik, Mr. Sunil Sahni, Advs. with Petitioner in person.

versus

STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Mr.Sanjay Lao, Standing Counsel with Mr. Abhinav Kumar Arya, Mr. Priyam Agarwal, Advs. for the State and SI Anoop Singh, PS Begumpur, Delhi.
Mr. Mohit Malik, Ms. Diksha Bhatia with R-2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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06.11.2024

CRL.M.A. 33209/2024

1. Exemption allowed, subject to all just exceptions.
2. Application stands disposed of.

W.P.(CRL) 3453/2024

3. The Present petition has been filed under Article 226 of the Constitution of India r/w section 528 BNSS for quashing of FIR No. 451/2016 dated 04.07.2016 registered under Section 498A/406 IPC at PS Begampur, Delhi and all the other proceedings emanating



therefrom.

4. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner on 15.08.1995 and no child was born out of the said wedlock but the parties adopted one son, who is major now and is living separately from both the parents. 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.
5. 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 05.10.2023.
6. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 17.05.2024 as per law.
7. 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. 451/2016 dated 04.07.2016 registered under Section 498A/406 IPC at PS Begampur, Delhi and all the other proceedings emanating therefrom.
8. I have gone through the settlement deed dated 05.10.2023 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. The parties have agreed to dissolve their marriage by mutual consent in accordance with the law, as provided



under Section 13(B) of the Hindu Marriage Act.

2. It is agreed between the parties that husband shall pay to the wife a sum of Rs.5,25,000/- (Five lakhs twenty five thousand rupees only) as full and final settlement (against stridhan and dowry maintenance towards, past, present, and future by way of DD/ Pay Order/Bank transfer.

3.It is further agreed between the parties that out of the settled amount, the husband will pay Rs. 2,00,000/- [Rs.two lakhs only] to the wife at the time of recording of the statement of first motion by way of DD/ Bank transfer on and before 30/10/23

4. It is further agreed between the parties that the husband will pay Rs. Rs. 2,00,000/- [Rs. Two lakhs only] to the wife at the time of recording of the statement of second motion by way of DD/ Pay Order/Bank transfer and it has been agreed that the second motion petition shall be filed within 45 days from the passing of first motion order.

5. It is further agreed between the parties that the husband shall pay balance amount of Rs. 1,25,000 /- [Rs. One Lakh twenty five thousand only] to the wife at the time of quashing of FIR No. 451/2016 PS Begum Pur under Section 498A/406/34 IPC before the Hon'ble High Court of Delhi which shall be filed within one month after second motion and the wife shall also co-operate and sign all the necessary affidavit and do the needful in quashing of said FIR on and before 30/01/24.

6. That the husband / Sunil sahani undertake and assures that he shall not file any case with respect to injunction/title/declaration/possession of property bearing number block F2/130 sector 16 Rohini which is exclusively owned /self accquired by the wife /Shruti from her own funds. Husband undertake not to claim any right in the property at any point of time in future.

7. It is further agreed between the parties that the first



motion petition shall be filed on or before 30/10/2023 and second motion petition shall be filed soon after the completion of the statutory period of the order under Section 13(B) (1) of HMA.

8. It is further agreed between the parties that they will withdraw following cases or any other complaint / case filed by / against either of the parties in any other court in Delhi / India before second motion:

- a. CS 8/22 pending in the court no 8 family court*
- b. Ex. 113/18 pending in the court of Ms. Preeti M.M*
- c. Ex. 88/19 pending in the court of Ms. Preeti M.M*
- d. Ex. 28/19 pending in the court of Ms. Preeti M.M*
- e. Ex 3/20 pending in the court of Ms. Preeti M.M*
- f. Ex 113/22 pending in the court of Ms. Preeti M.M*
- g. CT-300/17 pending DV case in the court of MS. Preeti M.M*
- h. HMA-704/2022 divorce petition (present case) pending in the court of Ms. Nivedita Anil Sharma (PJFC)*

9. The above settlement is with respect to all claims of wife past, present and future alimony stridhan, maintenance, pending amount of maintenance, articles, jewelry, property etc. and neither she nor her relatives shall claim anything from husband or his family members in future for herself.

10. All the matters emanating from this marriage whether 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 / complaint against each other at any time in future in Court of law / Police Station etc.

11. It is agreed between the parties that if either of the parties commit breach of default of this mutually agreed settlement after the recording of first motion, if wife backs out, the amount taken at the time of first motion shall be returned to the husband with 2% interest per month and if husband backs out, the amount given to the wife at the time of first motion shall stand forfeited and will be adjusted



towards the amount of maintenance / alimony. It is further understood by the parties that for breach of the undertaking given to the concerned court or wilful / deliberate violation of a consent order / decree, the defaulting party will be liable to be punished for contempt of court. It is further agreed between the parties that if any of the party will not cooperate then effective party will have liberty to reopen their respective cases and will withdraw their cases with a liberty to reopen and every undertaking/statements given by the parties will be considered as null and void and no party will take advantage of their respective statements given in this present settlement agreement or in their respective cases in future.

12. 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.

13. The terms and conditions mentioned in the settlement have been understood in vernacular by either of the parties. The above-said settlement is arrived at between the parties voluntarily, out of their own free will, volition and consent and without there being any undue pressure. force. coercion, influence, misrepresentation or mistake (both of fact and law), in any form whatsoever and the parties have agreed that the Settlement/Agreement has been correctly recorded as per the agreed terms and conditions.

14. It is further agreed between the parties that they shall remain bound with the aforesaid terms and conditions as mentioned in the settlement and will execute the same.”

9. As per settlement, a demand draft bearing DD No. 552383 dated 05.11.2024 in the name of Shruti Sahni for a sum of Rupees One Lakh Five Thousand Only drawn from Union Bank has been handed over to



the respondent No.2 in court today.

10. 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.
11. 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 she has received the entire settlement amount and, she has no objection if FIR No. 451/2016 dated 04.07.2016 registered under Section 498A/406 IPC at PS Begampur, Delhi and all the other proceedings emanating therefrom are quashed.
12. 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.
13. In view of the above, FIR 0542/2021 dated 17.12.2021 registered under Section 498A/406/34 IPC at PS Jamia Nagar and all the other



proceedings emanating therefrom are quashed.

14. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

NOVEMBER 6, 2024/AR/Smg..