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

+ **W.P.(CRL) 3461/2024**

NIMESH SHARMA & ORS.

.....Petitioners

Through: Mr. Mohd. Shariq, Mr. Hari Om M.,
Mr. Mohd. Sakir, Advs. with
petitioners.

versus

THE STATE NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Sanjay Lao, Standing Counsel
with Mr. Abhinav Kumar Arya, Mr.
Priyam Agarwal, Advs. for the State
Mr. Amit Sharma, Ms. Pallavi
Sharma, Advs. with R-2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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06.11.2024

CRL.M.A. 33259/2024

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

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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. 003/2022 dated 01.01.2022 registered under Section 498A/406/34 IPC at PS Gulabi Bagh, Delhi and all the other proceedings emanating therefrom.
4. Learned Counsel for the petitioner submits that Respondent



no.2/complainant married petitioner no.1 on 07.12.2020 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.

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 deed dated 27.04.2024.
6. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 09.10.2024 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. 003/2022 dated 01.01.2022 registered under Section 498A/406/34 IPC at PS Gulabi Bagh, Delhi and all the other proceedings emanating therefrom.
8. I have gone through the settlement deed dated 27.04.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. That the parties shall jointly file a petition for mutual divorce under Section-13B of Hindu Marriage Act before the Family Court, Delhi within ten days from signing and execution of present Settlement deed.

2. That it has been agreed in between the parties that the First Party. shall pay a total sum of Rs. 19,00,000/- (Rupees



Nineteen Lakhs only) to the Second Party out of which Rs.4,00,000/- (Rupees Four Lakhs Only) shall be paid by the First Party to the Second Party at the time of the recording of statements in first motion through demand draft in favour of Second Party.

3. That the Second Party shall withdraw her complaint filed under domestic violence Act after the First Motion.

4. That the Second Party after first motion, withdraw complaint made against Devesh Sharma in Sagarpur Police Station, New Delhi-110046.

5. That the First Party had deposited a sum of Rs. 8,00,000/- (Rupees Eight Lakhs only) in the Hon'ble Court of PRINCIPAL DISTRICT & SESSIONS JUDGE (CENTRAL DISTRICT), Tis Hazari Court Complex, Delhi in the bail application. It is agreed that on the same date of recording of statement in First Motion, the First Party shall move appropriate application to get the said amount released.

6. That the second party will cooperate in the release of said amount and after release of Rs. 8,00,000/- (Rupees Eight Lakhs only) or after 20 days from the first motion whichever is later, both the parties shall file Second Motion petition along with the joint application for waiver of statutory period of six months. It is agreed between the parties that the First Party shall pay a sum of Rs. 8,00,000/- (Rupees Eight Lakhs only) along with Rs. 3,00,000/- (Rupees Three Lakhs only) at the time of recording of statement in Second Motion to the Second Party through the Demand Draft in favour of the Second Party.

7. That both the Parties shall jointly move the FIR quashing application within 10 days after granting of second motion/divorce decree. The remaining balance of Rs.4,00,000/- (Rupees Four Lakhs only) shall be paid by the First Party to Second Party at the time of quashing of the FIR bearing no. 3/2022 towards full and final settlement of



all her claims including dowry, astridhan, maintenance (present, past and future) and permanent alimony etc.

8. That the Petitioner no.2 after the receipt of the sum of Rs. 19,00,000/- (Rupees Nineteen Lakhs Only), will not claim any further amount towards past, present and future maintenance, compensation, alimony or expenditure, istridhan, jewellery and personal belongings from the deponent or his family members or relatives and shall not be entitled to claim any amount from the deponent. All the claim (s), if any, raised by the Petitioner no.2 qua the deponent and his family members shall stands extinguished and the Petitioner no.2 shall be estopped in law to file any such claim. Likewise, the deponent shall also not lay any claim or compensation towards the Petitioner no.2 or her relatives. Besides this, it has further been agreed. that both the parties shall withdraw their respective cases filed against each other and shall not file any litigation against each other in future.

9. That if the second party commits breach or defaults of this mutual settlement agreement or the second party/wife backs out from this settlement deed then the second party shall return the total amount with bank interest @12%/annum to the first party.

10. That it is agreed between the parties that if the first party commits breach or defaults of this mutual settlement agreement or if the first party/husband backs out from this settlement agreement then the second party shall forfeit the amount paid by the first party to the second party.

11. That it is also agreed that if the Second Party, for any reason, failed to appear before the Hon'ble High Court for getting the FIR quashed, then the First Party can get the FIR bearing No. 3/2022 quashed after depositing the said sum of Rs. 4,00,000/- before Hon'ble High Court.

12. That both the parties of the deed have mutually agreed that they hereby undertake that they will not file any



complaint, suit or proceedings Civil or Criminal of any nature against each other or against their family members in respect of their marriage.

13. That both the parties of the deed also undertake that they have not claim any right or titled for the moveable /immovable properties belonging to them or nor they have claim the properties belonging to their family members.

14. That the second party/wife shall not claim any maintenance or any other claim for herself from the husband/first party in future.

15. That both the parties have mutually agreed to put an end to all the dispute/cases if any pending between the parties to the compromise and hereby withdraw the allegation and counter allegation label against each other and their family members. The parties to the.. compromise hereby undertake and bind themselves not to proceed with if any case/ complaint filed by them against each other in any court of law/competent authority etc. However the parties to the compromise hereby undertake and assure each other that no case is/are pending between them in any court of law or before any competent authority.

16. That both the parties of the deeds have mutually agreed that and hereby undertake that they will not impose any allegation against each other in future.

17. That both the parties have mutually agreed and hereby undertake that during process / proceeding for their dissolution of marriage under the Hindu marriage Act in court of law having competent jurisdiction both the parties will cooperate each other and file the petition together for Divorce by mutual consent and never raise objection for the same if any parties refused to do the same in that circumstances his/her consent deemed to consent for divorce by mutual consent.

18. That the parties of the deeds do not wants to file any



litigation against each other. In case the husband/first party backs out from the compromise then in that case wife /second party shall be entitled to file all litigation for which she has rights and the present compromise will not come in the way of any such litigation. In case the second party/wife backs out from the present compromise then in that case husband/first party shall be entitled to file all litigation for which he has rights.

19. That both the parties shall indemnify each other in case any claim, action or suit or demand is made or filed by either of the parties in violation of the terms mutually agreed between the parties as per the present Deed of Settlement / Deed of Compromise.

20. That the parties to the present Deed of Settlement/ Deed of Compromise agree to incorporate the terms of the present Deed of Settlement / Deed of Compromise in the subsequent decree of divorce.

21. That both the parties hereby agree that this Deed of Compromise/Settlement is irrevocable and unquestionable and undertake that this Deed Of Settlement / Deed of Compromise 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 advantages of any technical language and lacuna if any, if the same are not explained hereinbefore.

22. That both the parties themselves and on behalf of their families further undertake that the parties as well as any of their family members will not file any suit, complaint or proceedings civil or criminal against any of the parties or their relatives in future.

23. That Both the parties of the deed undertake that they shall duly perform and abide by all the terms and conditions of the present deed and in case breach of any terms, the parties are liable to be punished under the provisions of Contempt of Courts Act, 1971 and the aggrieved party shall



be entitled for status quo-ante in every possible way.

24. That in case any litigation has already been initiated by any of the party, the same shall be deemed to be withdrawn after signing of the present compromise deed. The family members of the parties have also signed the present deed as attesting witnesses acknowledging the said undertaking.

25. That the parties to the present Deed of Settlement / Deed of Compromise undertake to strictly abide by all the terms and conditions mentioned above.

26. That the present Deed of Settlement / Deed of Compromise has been executed in two copies and both the parties will keep original settlement with them.

27. That the present Deed of compromise has been duly read by both the parties and after reading and understanding the terms and condition of the Compromise, they have signed and executed the same with their free will, consent and volition and there is no pressure/ coercion/ undue influence upon them for signing the present deed of compromise.”

9. As per settlement, a demand draft bearing DD No. 820690 dated 05.11.2024 in the name of Manju for a sum of Rupees Four Lakh Only drawn from Canara Bank has been handed over to the respondent No.2.
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. 003/2022 dated 01.01.2022 registered under Section 498A/406/34 IPC at PS Gulabi Bagh, 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 No. 003/2022 dated 01.01.2022 registered under Section 498A/406/34 IPC at PS Gulabi Bagh, Delhi 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..