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

+ **CRL.M.C. 8706/2024**

KAMAL AND ANR.

.....Petitioners

Through: Mr. Jitender Tyagi, Mr.Rajesh
Pandey, Advs. with petitioners.

versus

STATE OF NCT DELHI AND ANR

.....Respondents

Through: Ms. Kiran Bairwa, APP for the State
with WSI Preeti, PS Mangolpuri
Mr.Rupener Singh, Adv. for R-2 with
R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

% **07.11.2024**

CRL.M.A. 33302/2024(exemption)

Exemption is allowed subject to all just exceptions.

CRL.M.C. 8706/2024

1. The present petition has been filed seeking quashing of FIR No. 1922/2014 registered under Sections 498A/406 IPC at Police Station Mangolpuri, New Delhi, on the basis of a settlement between the parties.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 24.02.2012 in accordance with the Hindu Rites and Ceremonies and one girl child namely Hansika 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 settlement agreement dated 02.12.2023.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 03.02.2024 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. 1922/2014 was registered under Sections 498-A/406/34 of the IPC at Police Station Mangolpuri, New Delhi and all the other proceedings emanating therefrom.
6. I have gone through the settlement agreement dated 02.12.2023 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 parties that husband shall pay Rs.6,50,000/- (Six Lakhs Fifty Thousand Only) to the wife as full & final settlement (against istridhan and dowry. maintenance. Further Higher studies of child. marriage of girl child, and towards past, present and future qua this marriage.

3. It is further agreed between the parties that the husband shall pay Rs. 1.50.000/- (One Lakh Fifty Thousand Only) to



the wife at the time of recording of the statement of first motion.

4. It is further agreed between the parties that husband shall pay Rs. 2,50,000/- (Two Lakhs Fifty Thousand Only) to the wife at the time of recording of the statement of second motion.

5. It is further agreed between the parties that the Husband (Kamal) shall pay Rs. 2,50,000/- (Two Lakh Fifty Thousand Only) To the wife (Richa Puri) at the time of quashing of FIR no.1922/14 u/s 498A 406. & 34 PS Mangol Puri Delhi In Hon'ble High Court Of Delhi within one Month after second motion and wife (Poonam) shall cooperate and sign all the necessary affidavit & do the needful in quashing of said FIR.

6. It is further agreed between the parties that the first motion petition shall be filed on or before 05/01/24 and second motion petition shall be filed soon after the completion of statutory period of the order u/s 13 B(1) of HMA.

7. There is one child namely Hunshika D.O.B. 26/12/12 is living with mother (Poonam). It is agreed between the parties that Custody will remain with mother (Poonam). The father (Kamal) will not have Visitation rights.

8. It is further agreed between the parties that petitioner will withdraw the case which is pending in the court of Sh. Dinesh Bhatt, Principal Judge, Family Courts N/W Rohini. at the time of first motion.

9. It is further agreed between the parties that they will withdraw any other complaint/case filed by/against either of the parties in any other Court in Delhi/India.

10. It is further agreed between the parties that they have understood the terms/conditions of the settlement in vernacular.



11. The above settlement is with respect to all claims of wife past, present and future alimony istridhan, maintenance, pending amount of maintenance articles property ete and neither she nor her relatives shall claim anything from husband or his family members in future for herself or on behalf of child/children.

12. 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 other at any time in future in any Court of law/Police Station etc.

13. It is agreed between the parties that if either of the parties commit breach or default of this mutually agreed settlement after the recording of the first motion shall give Rs. 2.00.000/- (Two Lakh Only) to the other party.

14. 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 consequence of the breach thereof, including payment of the fine/penalty as mentioned above.

15. The terms and conditions mentioned in the settlement have been understood in vernacular. The above said settlement is arrived at between the parties out of their own 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 parties agreed that the settlement/agreement has been correctly recorded as per the agreed terms and conditions.

7. The total settlement amount in terms of settlement agreement dated 02.12.2023 is Rs.6,50,000/-. Today, as per settlement, a demand draft bearing DD No. 436833 dated 01.10.2024 drawn on State Bank of India of Rs.2,50,000/-in the name of Poonam Pandit



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 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 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. 1922/2014 was registered under Sections 498-A/406/34 of the IPC at Police Station Mangolpuri, New Delhi 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. 1922/2014 was registered under Sections 498-A/406/34 of the IPC at Police Station Mangolpuri, New Delhi and all the other proceedings emanating therefrom are quashed. However, this settlement/agreement or any agreement shall not bind the legal rights, title, and interest of the girl child namely Hansika, in any manner. Child namely Hansika shall be at liberty to pursue her legal rights in accordance with law.

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

DINESH KUMAR SHARMA, J

NOVEMBER 7, 2024

Pallavi/KR