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

+ **CRL.M.C. 8757/2024**

HIMANSHU TOMAR AND ORS

.....Petitioners

Through: Mr. Rahat Bansal, Mr. Garvit Vinayak, Mr. Avneet Chaudhary and Ms. Pooja Sharma, Advocates along with petitions in person.

versus

STATE OF NCT OF DELHI AND ANR

.....Respondents

Through: Mr. Yudhvir Singh Chauhan, APP for the State along with SI Arvind.
Respondent no. 2 in person.

CORAM:

HON'BLE MR. JUSTICE CHANDRA DHARI SINGH

ORDER

% **08.11.2024**

CRL.M.A. 33511/2024 & CRL.M.A. 33512/2024 (Exemptions).

1. Allowed, subject to all just exceptions.
2. Applications stands disposed of.

CRL.M.C. 8757/2024.

3. The instant petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (hereinafter "BNSS") has been filed by the petitioners praying for quashing of FIR bearing no. 544/2024 registered at Police Station Gokulpuri, Delhi, for the offences punishable under Sections 498A/406/324/34 of the Indian Penal Code, 1860 (hereinafter "IPC") and under Section 4 of the Dowry Prohibition Act, 1961.
4. The brief facts of the case are that the marriage between the petitioner



no. 1 and respondent no.2 got solemnized on 7th March, 2018 at Delhi according to Hindu rites and ceremonies and a girl child namely, Ms. Mayra Tomar was born out of their wedlock on 9th January, 2019. However, due to some temperamental differences between them, they started living separately since the month of August, 2020.

5. Despite several efforts at reconciliation, both the parties could not settle the differences. Therefore, the respondent no.2 registered a complaint against the petitioners at Police Station Gokalpuri, New Delhi on 16th December, 2020 which led to the registration of the aforesaid FIR against the petitioners.

6. With the intervention of family members and relatives, both the parties entered into settlement *vide* Memorandum of Understanding/Settlement dated 8th May, 2024 (“MoU” hereinafter). The terms and conditions of the said settlement are mentioned in the Settlement Agreement which is annexed as Annexure-C to the petition.

7. In terms of the aforesaid MoU, the petitioner no. 1 and respondent no. 2 filed a joint petition seeking a decree of divorce by mutual consent before the learned Judge, Family Court-02, North-East District, Karkardooma Courts, Delhi and *vide* judgment/order dated 16th October, 2024, the learned learned Family Court-02, North-East District, Karkardooma Courts, Delhi, dissolved the marriage between the parties and on 16th October, 2024, the parties were granted decree of divorce under Section 13-B (2) of the Hindu Marriage Act, 1955 (hereinafter “HMA”).

8. It is submitted that respondent no.2 has settled all her claims in respect of her dowry articles, stridhan, marriage expenses, jewellery, gift items and claims of past, present and future maintenance with the petitioner



as well as for the upbringing of the minor daughter for a sum of Rs. 9,50,000/- and all disputes of any nature whatsoever. It is submitted that the respondent no. 2 has already received a sum of Rs. 4,50,000/- as per the terms of the MoU and the remaining amount of Rs.5,00,000/- Towards the maintenance of the minor daughter was agreed to be paid at the time of quashing of the FIR.

9. The petitioner no. 1 has handed over a Demand Draft bearing No.021655 for the balance amount of Rs.5,00,000/- dated 30th October, 2024 in the name girl child i.e., Mayra to the respondent no. 2 today in the Court. The respondent no.2 has verified the particulars of the Demand Draft to her satisfaction and stated them to be correct.

10. The petitioner nos. 1 and 4 are present before this Court through video conferencing and the petitioners no. 2 and 3 are present in person before this Court. They have been identified by their counsel, Mr. Rahat Bansal, Advocate and Investigating Officer (“IO” hereinafter) SI Arvind, Police Station Gokalpuri. The respondent no. 2 is also present before this Court and has been identified by the IO.

11. On the query made by this Court, respondent no.2 has categorically stated that she has entered into compromise on her own free will and without any pressure. It is also stated by respondent no.2 that the entire dispute has been amicably settled between the parties. The parties also undertook that they shall abide the terms and conditions of the Settlement Agreement arrived at between the parties.

12. It is prayed that the instant FIR be quashed on the basis of MoU/Settlement dated 8th May, 2024 and as per the judgments of the Hon’ble Supreme Court passed in ***Gian Singh vs. State of Punjab, (2012)***



10 SCC 303 and *Parbathbhai Aahir @ Parbathbai vs. State of Gujarat*, (2017) 9 SCC 641.

13. Learned APP for the State submitted that there is no opposition to the prayer made on behalf of the petitioners seeking quashing of the FIR in question in view of the settlement arrived at between the parties.

14. Heard learned counsel for the parties and perused the record.

15. The instant criminal proceedings in respect of non-compoundable offences are private in nature and do not have a serious impact on the society especially when there is a settlement/compromise between victim and accused. In such cases, it is settled law that High Court is also required to consider the conduct and antecedents of the accused in order to ascertain that the settlement has been entered into by her own free will and has not been imposed upon her by the petitioner or any person related to him. In the present case, the complainant is present in Court and has categorically stated that she has entered into compromise and settled the entire disputes amicably with the petitioners by her own free will without any pressure or coercion. There is also no allegation from respondent no.2 that the conduct and antecedents of petitioners have been bad towards her after the compromise. As per the settlement, the respondent no. 2 has received the entire settled amount.

16. In the case of State of ***Madhya Pradesh vs. Laxmi Narayan and Ors.***, (2019) 5 SCC 688, the Hon'ble Supreme Court held that the powers conferred under Section 482 of the Cr.P.C, can be exercised by the Courts to quash the criminal proceedings featuring non-compoundable offences, when the matter arises out of matrimonial or family disputes. Moreover, it is pertinent to satisfy the Court that the said non-compoundable offences are



private in nature and does not have a serious impact on the society.

17. Furthermore, it was observed by the Hon'ble Supreme Court in the case of ***Ramgopal and Ors. Vs. The State of Madhya Pradesh, 2021 INSC 568***, that the extraordinary power enjoined upon the High Courts under Section 482 of Cr.P.C. can be invoked even when such a case falls within the ambit of non-compoundable offences given that the Court must be satisfied that the nature of the offence does not impact the conscious of the society and that the compromise between the parties is voluntary and amicable.

18. In the instant case, as stated above, the parties have reached on the compromise and amicably settled the entire disputes without any pressure.

19. In view of the settlement arrived at between the parties and the law laid down by the Hon'ble Supreme Court, the present petition is allowed. Accordingly, FIR bearing No. 544/2024 registered at Police Station Gokulpuri, Delhi, for the offences punishable under Sections 498A/406/324/34 of the IPC, and under Section 4 of the Dowry Prohibition Act, 1961 and all consequential proceedings emanating therefrom are quashed.

20. However, it is made clear that the female child born out of the said wedlock is entitled for the property rights of the ancestral property of the father after attaining the age of majority.

21. The petition alongwith pending applications, if any, stand disposed of.

CHANDRA DHARI SINGH, J

NOVEMBER 8, 2024/Rk/sm

[Click here to check corrigendum, if any](#)