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

+ **CRL.M.C. 8810/2024**

MUKESH S & ORS.

.....Petitioners

Through: **Mr.Amit Kumar Tanwar, Adv.**

versus

STATE OF NCT DELHI & ANR.

.....Respondents

Through: **Ms.Kiran Bairwa, APP for the State
SI Sachin Kumar, PS Nand Nagri
Mr.Sagar Dwivedi and Ms.Kriti
Singh, advts. for R-2 with
mother/SPA Holder of respondent
no.2.
Respondent no.2 (through VC)**

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

11.11.2024

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CRL.M.A. 33684/2024 (exemption)

Exemption is allowed, subject to all just exceptions.

The application stands disposed of.

CRL.M.C. 8810/2024

1. Present petition has been filed for quashing of case FIR no.0728 dated 12.09.2022 registered under Section 498A/406/34 IPC and Section 4 Dowry Prohibition Act 1961 at PS Nand Nagri and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent



no.2/complainant married petitioner no.1 on 07.11.2021 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 settlement agreement dated 05.07.2024
4. Furthermore, the Learned Counsel for the petitioners submits that since the parties have resolved all their differences amicably, it would be in the interest of justice to quash FIR no.0728 dated 12.09.2022 registered under Section 498A/406/34 IPC at PS Nand Nagri and all the other proceedings emanating therefrom.
5. I have gone through the settlement dated 05.07.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

1. It is agreed between the parties that *both parties shall dissolve their marriage by filing a petition under section 13-8(1) and 13-B(2) of the Hindu Marriage Act 1955/special marriage act 1954 etc on the ground of mutual consent before Hon'ble Family Court, New Delhi.*
2. *It is further agreed between the parties that the first motion petition shall be filed on or before 12.07.2024. And second motion petition shall be filed on or before 31.07.2024.*
3. *It is agreed between the parties that the husband will pay Rs. 12,50,000/- (Rupees Twelve Lakhs Fifty Thousand Only) and to the wife as full and final settlement against istridhan maintenance*



(past, present and future) alimony etc.

4. It is agreed between that the husband will pay Rs 4,00,000/- (Rupees Four Lakh Only) through DD to the wife i.e Ms. Saumya K.S. to her SPA Holder in at the time of recording of the statement of first motion before the Hon'ble concern Court.

5. It is agreed between the parties that the husband will pay Rs 4,00,000/- (Rupees Four Lakh Only) through DD through D to the wife I.e Ms. Saumya K.S. to her SPA Holder at the time of recording of the statement of Second motion before the Hon'ble concern Court.

6. It is agreed between the parties that the petitioner shall not clalm any istridhan, maintenance (past, present, future) nor she claim any right title or Interest in the properties of both movable and immovable of the respondent.

7. It is agreed that both the parties shall withdraw all the cases and complaints filed against each other from the respected Hon'ble courts, police stations and concerned authorities at the first motion/before the second motion.

8. It is agreed between the parties that the petitioner will withdraw the case MT. CASE 237/2022 & EX CRML/127/2024 which is pending in court of Ms. TWINKLE WADHWA JUDGE Family Court SHAHADRA District KKD.

9. It is agreed between the parties that the quashing of FIR NO.728/2022, U/s 498A,406,34 IPC & 4 of Dowry Probation Act shall be file by the husband and in laws and wite/SPA Holder, shall cooperate in said proceedings and at that time the husband will pay Rs 4,50,000/- (Rupees Four Lakhs Fifty Thousand Only) through DD to wife Saumya K.S. to her SPA Holder before the Hon'ble High Court.

10. It is agreed between the parties that the petitioner will withdraw the CT 730/2022 which is pending in the court of MS. NIDHI BALA M.M, SHAHDARA, KARKARDOOMA COURT.

11. it is agreed and undertake not to file any other complaint, petition, execution application etc against each other at any time in future in any court of law in India and both the parties here by agree to abide by present settlement as having been reached without any undue influence, pressure or coercion.

12.It is agreed between the parties that in the event of failure of



the compliance of present settlement, both the parties shall be liberty to seek revival and pursue their respective cases/remedies under law which includes proceedings.

13. 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.”

6. 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.
7. Respondent no. 2 is appearing through VC and has duly been identified by the IO. She states that pursuant to the settlement, the petition for dissolution of marriage by mutual consent u/s 13-B (2) of Hindu Marriage Act was filed and accordingly the marriage stands dissolved by the decree dated 20.09.2024. She further states that she is staying abroad and has granted her mother Special Power attorney to receive the remaining amount in accordance with the settlement.
8. In view of the statement, D.D.No.049885 dated 30.09.2024 in the sum of Rs.4,50,000/-(Rs.Four Lakhs fifty thousand only) in the name of



Saumya K.S. drawn on Axis Bank Ltd. is handed over to the POA/mother of respondent No.2 in the Court. Respondent no. 2 further states that she entered into the settlement voluntarily without any fear, force, or coercion and has no objection if the present FIR no.0728 dated 12.09.2022 registered under Section 498A/406/34 IPC and Section 4 Dowry Prohibition Act 1961 at PS Nand Nagri and all the proceedings emanating therefrom are quashed.

9. Taking into account the totality of facts and circumstances, FIR no.0728 dated 12.09.2022 registered under Section 498A/406/34 IPC and Section 4 Dowry Prohibition Act 1961 at PS Nand Nagri and all the proceedings emanating therefrom are quashed.
10. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

NOVEMBER 11, 2024

rb/smg