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

+ CRL.M.C. 8900/2024

ARVIND @ARVIND KUMAR & ORS.Petitioners

Through: Mr. S. D. Kamal, Adv. with
Petitioners in person.

versus

THE STATE OF NCT OF DELHI & ANR.Respondents

Through: Ms. Kiran Bairwa, APP for State and
IO/ASI Suresh Kumar, PS K.N. Katju
Marg, Delhi.
R-2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

% **14.11.2024**

1. The present petition has been filed under Section 528 BNSS seeking quashing of case FIR No. 20/2023 dated 13.01.2023 under Section 498A/406/34 IPC registered at PS K. N. Katju Marg, Delhi and all other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 21.01.2022 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 04.12.2023.

4. 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. 20/2023 dated 13.01.2023 under Section 468A/406/34 IPC registered at PS K. N. Katju Marg, Delhi and all the other proceedings emanating therefrom.
5. I have gone through the settlement deed dated 04.12.2023 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 law provided U/S 13(B)-1 and 13-B(2) of the Hindu Marriage Act 1955.

2. It is agreed between the parties that the husband shall pay Rs Three lakhs Only (Rs 3.00.000/-) and admitted articles (list enclosed) as full and final settlement against stridhan, dowry and maintenance (past, present and future) qua this marriage in three instalments by way of DD/Pay Order.

3. It is agreed between the parties that husband will pay Rs One Lakh only/-(Rs 1,00,000/-) to the wife at the time of recording of statement of First motion by way of DD/Pay Order. And the respondent/ wife shall return five cheques of Rs ten Lakhs (two Lakhs each) issued by Arvind kumar at the time of recording of statement of First motion.

4. It is further agreed between the parties that husband shall pay Rs One Lakh only/-(Rs 1.00.000/-) to the wife at the time of recording of second motion by way of DD/Pay Order.

5. It is further agreed between the parties that the petitioner/respondent shall pay Rs One Lakh only/-(Rs



1,00,000/-) to the respondent at the time of quashing of FIR No. 20/23 u/s 498/406/341PC.PS ROHINI. SECTOR 16, DELHI in the Hon'ble High Court of Delhi within ONE AND HALF MONTH after second motion and Respondent/ wife shall cooperate and sign the entire necessary affidavits & do the needful in quashing of the said FIR.

6. First motion petition shall be filed on or before 25/01/2024 and 2nd motion petition shall be filed after the completion of the statutory cooling period of the order U/S 13-B (1) of HMA.

7. It is further agreed between the parties that petitioner/ respondent shall withdraw the case which is pending in the court of

Sh. Gurvinder Pal Singh Ld. PRINCIPAL JUDGE, Family court, South-East. Saket District Court Delhi at the time of recording of statement of First motion.

Ms Nivedita Anil Sharma Ld. PRINCIPAL JUDGE. Family court, Rohini. Delhi after recording of statement of First motion.

Ms Shriya Agarwal.AC MM, South East, SAKET COURT. NEW DELHI.

8. It is agreed between the parties that they have understood the terms and conditions of the settlement in vernacular language.

9. It is further agreed between the parties that they shall remain bound with the aforesaid terms and conditions as mentioned in the settlement.

10. All the matters relating to this marriage 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 any court of law/Police Station etc.



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

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 line/penalty as mentioned above.

13. The terms and conditions mentioned in the settlement have been understood by both the parties in their own vernacular language. The above said settlement is arrived between the parties out their own free will, consent and without there being any undue pressure, coercion, influence. misrepresentation or mistake (both law and fact) in any form whatsoever and the parties agreed that the settlement agreement has correctly recorded the said agreed terms and conditions.”

6. As per settlement demand draft bearing DD No. 500395 dated 03.10.2024 in the name of Jyoti for a sum of Rs. 1,00,000/- (Rupees One Lakh Only) drawn from ICICI Bank has been handed over to respondent No.2 in the Court today. Respondent No. 2 states that she has received the entire settlement amount.
7. 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.

8. 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, thereafter she has no objection if FIR No. 20/2023 dated 13.01.2023 under Section 498A/406/34 IPC registered at PS K. N. Katju Marg, Delhi and all the other proceedings emanating therefrom are quashed.
9. 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.
10. In view of the above, FIR No. 20/2023 dated 13.01.2023 under Section 498A/406/34 IPC registered at PS K. N. Katju Marg, Delhi and all the other proceedings emanating therefrom are quashed.
11. The present petition along with all the pending application(s), if any, stands disposed of.

DINESH KUMAR SHARMA, J

NOVEMBER 14, 2024/AR/KR..