



\$~71

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

+ **CRL.M.C. 8942/2024, CRL.M.A. 34215/2024**

PREMVEER SINGH BHARGAV & ORS.Petitioners

Through: Mr.M.A.Inayati, Mr.Furkan Ali Mirza
and Mr.Shaib Khan, Advts. with
petitioner in person and petitioners
no.2 and 3 through VC

versus

STATE OF NCT OF DELHI & ANR.Respondents

Through: Ms.Kiran Bairwa, APP for the State
Mr.L.K.Passi, Ms.Ruby,
Mr.N.M.Rajesh and Mr.Simran
Singh, Advts. for R-2 with R-2 in
person.
SI Karan Singh, Ps Lodhi Colony

**CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA**

**ORDER
14.11.2024**

%

CRL.M.A. 34215/2024 (exemption)

Exemption is allowed, subject to all just exceptions.

The application stands disposed of.

CRL.M.C. 8942/2024

1. The Present petition has been filed under section 482 Cr.P.C for quashing of FIR no.0230 dated 29.12.2021 registered under Section 498A/406/34 IPC at PS Lodi Colony and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent



no.2/complainant married petitioner no.1 on 29.01.2017 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/ MOU dated 30.07.2024.
4. Issue notice.
5. Learned APP for the State has accepted the notice.
6. Pursuant to the settlement, it is submitted by both parties that the first motion has been passed by learned Principal Judge, Family Court, North, Rohini Courts, Delhi on 02.09.2024 in accordance with the 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.0230 dated 29.12.2021 registered under Section 498A/406/34 IPC at PS Lodi Colony and all the other proceedings emanating therefrom.
8. I have gone through the settlement agreement /MOU dated 30.07.2024 arrived at between the parties. The settlement agreement provides for the following terms and conditions:

1. That the foregoing recitals as mentioned above are incorporated herein by this reference and constitute an integral part of this settlement deed.

2. That Second Party shall pay to First Party a total of Rupees



4,00,000/- (Rs. Four Lacs) as full and final settlement. This payment shall be made in two equal installments by the First Party to the Second Party.

3. That all the parties shall withdraw all their pending cases between each other mentioned above in Clause B & C including execution petitions. No party shall have the right to either restore the said cases or to file the similar case in future against each other after execution of the present settlement.

4. That the First Party and the Second Party have agreed to obtain divorce decree based on mutual consent from the competent Court. The Second Party undertakes for drafting and filing of the said divorce petition in the Court through an advocate. The First Party undertakes to cooperate with the Second Party in signing the divorce petition and affidavits and to appear before the honorable Court to record his statements on the dates fixed by the Court. The Second Party undertakes to file the First Motion petition by 15.08.2024.

5. That except herein in the present settlement deed is provided neither of the parties shall have any other monetary and legal claim including any interim maintenance on any party or their family members.

6. That neither of the Party shall interfere in the personal life and matters of each other.

7. That the above mentioned payment of the settlement amount, the withdrawal of pending cases and the filing of the petition for divorce by mutual consent shall be done in the following manner:

a. That the First and the Second party shall file the First Motion petition for divorce by mutual consent by 15.08.2024. The First Party undertakes for preparation and filing of the First and Second motion petition and the Second party shall cooperate in signing the required affidavits.

b. That the Second Party shall make the payment of Rs. 2,00,000/- (Rs. Two Lacs Only) in the form of Demand Draft (DD) in the name of the First Party before the Court at the time of First motion in the divorce proceedings. After the said payment the execution petitions shall be considered to have been withdrawn.

c. That all the parties shall withdraw their pending cases mentioned above in Clause G & H within the next one month after



the First Motion in divorce proceedings. The First party shall also withdraw her pending execution petitions during the said period by filing appropriate application.

e. That the Second Party shall file quashing petition the Hon'ble High Court for quashing of Cr. Case 6880/2023 (FIR No. 230/2021 PS Lodhi Road) titled as State Vs. Premveer Singh Bhargav & Ors. pending in South East, Saket Court. The First party undertakes to cooperate in quashing of the said case including signing the required affidavit and giving no objection for quashing in the Hon'ble High Court.

d. That thereafter the First Party shall file the Second motion divorce petition. The Second Party shall make the remaining payment of Rs. 2,00,000/- (Rs. Two Lacs) in the form of Demand Draft (DD) in the name of the First Party before the Court at the time of Second motion in the divorce proceedings.

8. That neither of the parties shall be entitled to file any criminal or civil case against each another or their family members for any cause of action, if any that has accrued till date.

9. That this settlement deed is full and final amongst the parties and has been arrived out of free will without any force or coercion. The present settlement deed is irrevocable.”

9. The total settlement amount in terms of settlement agreement /MOU dated 30.07.2024 is Rs.4,00,000/-. Respondent No. 2 states that she has received the entire settlement amount.
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 other petitions have already been withdrawn or dismissed. She has further submitted that she has no objection if FIR no.0230 dated 29.12.2021 registered under Section 498A/406/34 IPC at PS Lodi Colony 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.0230 dated 29.12.2021 registered under Section 498A/406/34 IPC at PS Lodi Colony and all the other proceedings emanating therefrom are quashed. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

NOVEMBER 14, 2024

Rb/na