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

+ **CRL.M.C. 8897/2024, CRL.M.A. 34048/2024**

JAYANT CHATERJEE AND ANR.Petitioners

Through: Mr. Harsh Chaudhary, Adv. (VC).
Petitioners through VC.

versus

STATE NCT OF DELHI AND ANRRespondents

Through: Ms. Kiran Bairwa, APP for State and
SI Dhirendra Kumar Patel, PS
Ambedkar Nagar, Delhi.
R-2 through VC.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

% **14.11.2024**

CRL.M.A. 34046/2024 & CRL.M.A. 34047/2024

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

CRL.M.C. 8897/2024

3. The present petition has been filed under Section 528 BNSS seeking quashing of case FIR No. 353/2019 dated 30.07.2019 under Section 498A/406/34 IPC registered at PS Ambedkar Nagar, Delhi and all other proceedings emanating therefrom.
4. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 27.06.2016 in accordance with the Hindu Rites and Ceremonies and one 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.

5. 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 20.08.2024.
6. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 22.12.2022 as per 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. 353/2019 dated 30.07.2019 under Section 498A/406/34 IPC registered at PS Ambedkar Nagar, Delhi and all the other proceedings emanating therefrom.
8. I have gone through the settlement deed dated 20.08.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“I. That the parties to this deed have compromised the matter amicably in all respect for development of harmonious and pleasant environment among the relatives and neighbours.

II. That both the parties have decided to dissolve their case and they shall file quashing petition in High court and withdraw application to the concerned court, wherein both the parties shall make the necessary statement.



III. That the first Party, have sworn affidavit(s) in support of arrival of this settlement and consent for quashing of the present FIR bearings No. 353/2019 had been given by him/them own wish just in order to remove all kinds of conflicts, trial and litigations existing in the minds of the parties to this deed. The first party have no objections if the FIR bearings No.353/2019 dated 30.07.2019, U/s-498A,406,34 IPC, is quashed against the second party. The first party has also assured the second party that he /they would co-operate in the quashing of the instant FIR.

IV. That it is further agreed between the parties that both the parties shall cooperate, sign & execute the necessary affidavits for filing the quashing petition and further shall make the necessary statement before the concerned court where the case of both parties is in adjudicating and the Hon'ble High Court of Delhi to quash the above said FIR.

V. That it is further agreed that the First Party shall withdraw the all cases which is filed by the first party against the Second party by making necessary statement before the Hon'ble Court.

VI. That both the parties have further agreed that they shall not file any complaint, cases before the police or court of law and if any complaints already been filed by any of the parties against each other than the concerned party shall withdraw the said complaint/case by making necessary statement. That both the parties have further agreed that they shall not file any further complaints, cases before the police, courts of law.

VII. The parties have agreed on each and every terms as recorded in the settlement agreement after carefully reading in vernacular language Hindi, same have been fully understanding and appreciation the contents scope and effect thereof and also the consequences of the breach thereof, including litigation charges of the counsel as mentioned above.



- VIII. That the parties to this deed have executed this deed voluntarily her/ his/their free will and without any threat or pressure, coercion or misrepresentation threat from any corner.*
- IX. That the first parties do not want to pursue their complaint/case against second party on account of execution of the MOU/ compromise deed and hence first party wants to put an end of the continuation of criminal proceeding against the second party.*
- X. That the disputes and differences between the parties to this deed have been amicably settled by the indulgence of the relative, friends and respectable members of the society from both sides.*
- XI. That both the parties undertake to sign, verify, dispose the application affidavits, statements and also undertake to appear before the court of law as when required.”*
9. 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.
10. Both parties are present in court through VC 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 law, she has no objection if FIR No. 353/2019 dated 30.07.2019 under Section 498A/406/34 IPC registered at PS Ambedkar Nagar, Delhi and all the other proceedings emanating therefrom are quashed.

11. 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.
12. In view of the above, FIR No. 353/2019 dated 30.07.2019 under Section 498A/406/34 IPC registered at PS Ambedkar Nagar, Delhi and all the other proceedings emanating therefrom are quashed. However, this settlement shall not bind the legal rights, title, and interest of the child in any manner and the child shall be at liberty to pursue his/her legal rights in accordance with law.
13. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

NOVEMBER 14, 2024/AR/KR..