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

+ **CRL.M.C. 9014/2024**

TARUN SARNA

.....Petitioner

Through: Mr.Vijay Kumar, Adv. for petitioner
and respondent no.2. with petitioner
in person.

versus

**STATE (NCT. OF DELHI) THROUGH SHO PS. MOTI NAGAR &
ANR.**

.....Respondents

Through: Ms.Kiran Bairwa, APP for the State
Respondent no.2 in person.
SI Ajit, PS Moti Nagar

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

19.11.2024

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CRL.M.A. 34509/2024 (exemption)

Exemption is allowed, subject to all just exceptions.

The application stands disposed of.

CRL.M.C. 9014/2024

1. Present petition has been filed for quashing of case FIR No.510/2022 dated 20.09.2022 registered under Section 498A/406 IPC at PS Moti Nagar and all the other proceedings emanating therefrom.
2. Learned counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 08.06.2014 in accordance with the Sikh Rites and Ceremonies. 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 Memorandum of Understanding dated 20.07.2024.
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.510/2022 dated 20.09.2022 registered under Section 498A/406 IPC at PS Moti Nagar and all the proceedings emanating therefrom.
5. I have gone through the settlement which has been placed on record. The parties have settled the matter vide Memorandum of Understanding dated 20.07.2024 on the following terms and conditions:

“1. That both the parties have mutually agreed to reside and cohabit together, similarly as they were residing and cohabiting prior to their separation.

2. That it is agreed between the parties that the both parties shall leave Delhi and shall shift to the native place of the husband/second party at Sri Ganga Nagar, Rajasthan and the Husband/Second Party shall purchase an immovable property at his native place in the name of the Wife/First Party.

3. That it is agreed between the parties that both parties shall jointly pray to the Hon'ble Court MC No. 555/2020, to vacate the restrain orders, so that the husband/second party may sell the shared household and shall use the money that may be received, from the prospective buyer, for purchasing immovable property in the name of the wife/first party.

4. That it is agreed between the parties that the second party shall perform all his duties as a husband and as father and the



first party shall also perform her duties as a wife.

5. That it is agreed between the parties that the second party shall bear the entire cost and expenditure of the first party as well as the minor daughter and shall provide all the necessary amenities to the first party and to the minor child.

6. That it is agreed between the parties that both the parties shall treat each other and the respective family members of the parties with dignity and respect and shall endeavor to build a happy and healthy atmosphere in the matrimonial house.

7. That it is agreed between the parties that if in future for whatever reasons, if any dispute is cropped up between the parties and the wife/first party is either ousted or dispossessed or is forced to leave the proposed accommodation at the native place of the husband/second party, then the husband/second shall be liable to pay maintenance for the wife/first party and the minor daughter, including the expenditure of education of the minor daughter.

8. That it is agreed between the parties that the second party shall move the Hon'ble High Court of Delhi for quashing of the FIR No. 510/2022, registered under section 498A/406 IPC, at P.S. Moti Nagar, within 2 months of the first day of the cohabitation of the parties and the best party shall cooperate in the quashing of the said FIR, by signing and executing affidavit and by appearing before the Hon'ble High Court, as and when required.

9 That it is agreed between the parties that, both the parties shall jointly pray the Hon'ble Court in MC No. 555/2020, to pass the final orders in terms of the present matter and it is further agreed between the parties that in case of any dispute in future, the wife/first party shall have right to get the final orders thus passed on the basis of the present MOU, executed by straightway filing execution petition, as provided under law.

10. That it is agreed between the parties that the husband/second party shall withdraw his petition U/s. 13 of the HMA, pending before family courts, Rohini within one month after the signing of the present MOU.

11. That this MOU has been made in accordance with the terms mutually agreed upon between the parties with intervention of



respective persons and the parties undertake to abide by the terms and conditions of the present MOU.”

6. Both parties are present in court and have duly been identified by the IO. Respondent no. 2 submits that she is now living with the petitioner since 04.07.2024 at their matrimonial house and she has entered the settlement voluntarily without any fear, force or coercion. She submits that other petitions have already been withdrawn or dismissed. Further, she has no objection if FIR No.510/2022 dated 20.09.2022 registered under Section 498A/406 IPC at PS Moti Nagar and all the other proceedings emanating therefrom are quashed.
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) 5 SCC 226; ***Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another***, 2019 SCC OnLine Del 8179.
8. Moreover, the petitioner no.1 and respondent no.2 had solemnized marriage and it is in interest of the society to settle and re-settle the family for their welfare. Therefore, the Court in ***Kapil Gupta v. State (NCT of Delhi)*** 2022 SCC Online SC 1030 observed that the matrimonial dispute should be quashed in light of the new beginning



for the distressed family.

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.510/2022 dated 20.09.2022 registered under Section 498A/406 IPC at PS Moti Nagar and all the other proceedings emanating therefrom are quashed.
11. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

NOVEMBER 19, 2024

Rb/kr.