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

+ **CRL.M.C. 9099/2024**

VIKASH KUMAR AND ORS

.....Petitioners

Through: Mr.Rohan Kumar, Adv. alongwith
petitioners in person.

versus

STATE GOVT. OF NCT OF DELHI AND ANR.Respondents

Through: Ms. Kiran Bairwa, APP for the State
with SI Sandeep Yadav, PS Palam
Village.
Mr. Sushant, Adv.for R-2 with R-2
person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

21.11.2024

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*(The hearing has been conducted through hybrid mode (physical and
Virtual hearing)).*

CRL.M.A. 34869/2024 (Exemption)

Exemption is allowed subject to all just exceptions.

CRL.M.C. 9099/2024

1. The Present petition has been filed under section 482 Cr.P.C for quashing of FIR No. 714/2020 dated 14.12.2020 registered under Section 498A/406/34 IPC at PS Palam Village and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 21.02.2019 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 since July, 2020 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 27.08.2024 arrived at Mediation Centre, Family Court, South West, New Delhi.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 03.10.2024 vide HMA No. 2820/2024 passed by learned Additional Principal Judge, Family Court, South West, New Delhi.
5. 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. 714/2020 dated 14.12.2020 registered under Section 498A/406/34 IPC at PS Palam Village and all the other proceedings emanating therefrom.
6. I have gone through the settlement agreement 27.08.2024 arrived at Mediation Centre, Family Court, South West, New Delhi 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 the law under Hindu marriage act.



2. It is agreed between the parties that husband /respondent shall pay an amount of Rs 7,00,000(Seven lakh only) to the petitioner/ wife in three installments and therefore this shall be a full and final settlement towards any Stridhan, maintenance and permanent alimony for past, present and future qua this marriage.

3. It is further agreed between the parties that the first motion petition shall be filed on or before 15/09/24 and the husband/respondent shall pay an amount of Rs 2,50,000(Two lakh fifty thousand only)to the wife/petitioner at the time of statements of First motion in the form of DD.

4. It is agreed between the parties that the second motion petition shall be filed after expiry of statutory period as per provision, applicable as per law and the husband/respondent shall pay an amount of 2,50,000(Two lakh fifty thousand only) to the wife/petitioner at the time of statements of second motion, in the form of DD/RTGS.

5. It is agreed between the parties that petitioner's wife shall withdraw the case of maintenance which is pending before Shri Agia Kumar Rai, family court Dwarka and also withdraw the Domestic violence case/pending before Ld MM@Ms. Surbhi, District Court Dwarka whereas the respondent/husband shall withdraw his divorce case pending in the same court as per the settlement agreement. (Cases to be withdrawn after the first motion and before the second motion)

6. It is agreed between the parties that both the parties shall approach the Hon'ble High Court Of Delhi in quashing the matter bearing FIR No 714/20 at PS Palam u/s 498A/406/31 IPC and at the time of quashing of the said FIR, the husband respondent shall pay an amount of Rs 200,000/(Two lakh only) to the wife/petitioner in the form of DD/RTGS.

7. It is agreed between the parties that they have understood the settlement in vernacular and are signing this agreement



without any force or coercion.

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

9. 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.

10. The terms and condition mentioned in this agreement have been understood in vernacular, the above said settlement is arrived at between the parties out their own free will, violation and consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (both of law and facts), in any form whatsoever and the parties agreed that the settlement/agreement has been correctly recorded as per the agreed terms and conditions.

7. The total settlement amount in terms of settlement agreement dated 27.08.2024 is Rs.7,00,000/-. Today, as per settlement, a demand draft bearing DD No. 469925 dated 12.11.2024 drawn from State Bank of India of Rs.2,00,000/- in the name of Neeti Gaur is handed over to the respondent No.2 in the Court. Respondent No. 2 states that she has received the entire settlement amount.

8. 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.

9. 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. And since the marriage between the parties has also been dissolved on 03.10.2024 vide HMA No. 2820/2024 passed by learned Additional Principal Judge, Family Court, South West, New Delhi, she has no objection if FIR No. 714/2020 dated 14.12.2020 registered under Section 498A/406/34 IPC at PS Palam Village and all the other proceedings emanating therefrom are quashed.
10. 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.
11. In view of the above, FIR No. 714/2020 dated 14.12.2020 registered under Section 498A/406/34 IPC at PS Palam Village 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 21, 2024

Pallavi/KR