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

+ **CRL.M.C. 9123/2024**

HARCHARAN SINGH & ANR.

.....Petitioners

Through: Mr. Akshay Chauhan, Adv. with
petitioners.

versus

STATE GOVT. OF NCT OF DELHI AND ANR.....Respondents

Through: Ms. Kiran Bairwa, APP for the state
with WSI Nidhi, PS Maurya Enclave.
Mr.Sudhanshu Poria, Adv. for R-2
with R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

22.11.2024

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CRL.M.A. 34974/2024 (exemption)

Exemption is allowed subject to all just exceptions.

CRL.M.C. 9123/2024

1. The Present petition has been filed under section 482 Cr.P.C for quashing of FIR No.313/2019 registered under Section 498A/406/34 IPC at PS Maurya Enclave and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 22.04.2018 in accordance with the Hindu/Sikh 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 May-June 2019 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 15.04.2024.
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 marriage between them has already been dissolved on 09.09.2024 vide HMA No. 1477/2019 passed by learned Judge, Family Court, District Courts, Rohini, New Delhi.
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 313/2019 registered under Section 498A/406/34 IPC at PS Maurya Enclave and all the other proceedings emanating therefrom.
8. I have gone through the settlement agreement 15.04.2024 arrived at between the parties. The settlement agreement provides for the following terms and conditions:

“1 It is agreed between the parties that the second party shall give a consent for granting the divorce in the Divorce Petition filed by the First Party before the Principal Judge, Family Court, New Delhi

OR/EITHER

2 It is agreed between the parties that a petition under section 13(B) (1) of the Hindu marriage Act 1955 shall be



filed before the Court of competent jurisdiction for recording of first motion within 30 days from the signing of the MOU and both parties undertake to be present before the Court of contempt jurisdiction for recording of statements and signing and executing other necessary deeds, affidavits, etc as and when required.

3. Both parties hereby undertake to file a petition under Section 13(B) (2) of the Hindu Marriage Act 1955 for second motion and for grant of decree of divorce by mutual consent after passing of the First Motion and also move the application for waiver of 6-month period. Both parties shall be present before the court of competent jurisdiction for recording of statements and signing and executing other necessary deeds, affidavits, etc as and when required.

4. It is agreed between the parties that the Second Party would keep the entire Jewellery given to her by her parents (which includes a BK jewellers Gold set a gold necklace with a pair of earrings it is in her almirah at in laws house) and jewellery given by in laws (which Includes a pair of gold bangles, a gold set with a necklace, a pair of earrings and an engagement ring, a pair of gold ear tops also other than the gold set at the time of the marriage and First Party will return all the Jewellery including bride's own gold jewellery and the gold jewellery gifted to her at time of marriage as mentioned above and the gold jewellery all the Jewellery (including bride's own gold jewellery and the gold jewellery gifted to her at time of marriage as mentioned above and the gold jewellery gift by bride's family given to the bridegroom (engagement ring BK wellers, gold ring to his father and a pair of gold danglers to did (groom's mother) including Almirah given by Second Party at the time of Marriage. It is agreed between the parties that at the signing of the present MOU the First Party shall return all the articles mentioned above to Second Party

5. It is agreed between the parties that the First party would



also pay a sum of Rs. 2,00,000/- (Rupees two lacs only) to the Second Party for settlement of all her claims and it is further agreed that out of the total agreed amount of Rs. 1,00,000/- the first party would pay a sum of Rs. 100,000/- and Jewellery in the divorce proceedings in 1st Installment before the Principal Judge Family Courts Rohini District Courts, New Delhi by way of demand draft/in cash against receiving from the Second Party at the time of recording of First Motion. And the balarice amount of Rs. 1,00,000/- in 2nd Installment before the Hon'ble High Court of Delhi in the quashing proceedings of the FIR bearing no. 313/2019, P.S- Maurya Enclave, North west Delhi, U/S- 498A/406/34 LP.C as full and final settlement of her claims against the First Party and his parents/relatives.

6. It is agreed between the parties that the second party had assured the first party and the witnesses signing the present agreement that she would cooperate the first party in getting the FIR bearing no. 313/2019, P.S Maurya Enclave, North west Delhi, U/S- 498A/406/34 I.P.C and the charge sheet/proceedings emanating from the said case FIR, Quashed.

7. It is agreed between the parties that the second party also assures the first party that she has not filed any other complaint before any police station. /court/women commission/or any government authority and she has further agreed that if she has filed any such complaint/litigation against the first party/his relatives etc then she would withdraw the said complaint/litigation with immediate effect and without delay.

8. It is agreed between the parties that after the signing of the present MOU the Second Party would give her statement/consent for divorce before Principal Judge Family Courts Rohini District Courts, New Delhi where divorce proceedings are pending in terms of present MOU

9. It is further agreed between the parties to the present



agreement that after the signing of the present MOU the Second Party would not have any right on the assets/properties of the first party or the assets/properties of the parents/relatives of the first party.

10.It is agreed between the parties that both the parties are signing the present agreement in letter-and-spirit, so as to restore peace and harmony between the parties with the help of relatives, associates and family friends.

11.It is agreed between the parties that consequent upon this settlement/compromise the Second Party will cooperate in filing petition and obtaining divorce by mutual consent if so required by the court of law.

12.It is clarified that in case Second Party fails to perform any of the above acts in this clause, Second Party shall be under an obligation to return the money/jewellery received under this MOU.

13.It is agreed between the parties that both the parties further agree and undertake that they shall not have any other claims against each other after full implementation of afore said terms and conditions and hence shall not institute any proceeding against each other or any of their family members, relatives or near and dear ones in any civil criminal court or before any other Forum.

14. It is agreed between the parties that the present MOU has been arrived at between the parties to settle the matter amicably and by their own volition, free will and without any pressure, fear or coercion and after fully understanding the implications of having arrived at this settlement. This agreement shall not be called in question in future on the grounds that the parties were not competent to enter into this agreement or were under any disability, etc. Further it is agreed that best endeavor shall be made by the parties to perform all their respective obligations within 15 days of signing of this MOU.



It is agreed between the parties that Stamp Paper of Rs. 100/- each, one copy each both parties.”

9. The total settlement amount in terms of settlement agreement dated 15.04.2024 is Rs. 2,25,000/-. Today, as per settlement, a demand draft bearing DD No.306809 dated 28.10.2024 drawn from Union Bank of India for an amount of Rs.1,00,000 in the name of Kamalpreet Kaur is handed over to the respondent No.2 in the Court. 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) 5 SCC 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. And since the marriage between the parties has also



been dissolved on 09.09.2024 vide HMA No. 1477/2019 passed by learned Judge, Family Court, District Courts, Rohini, New Delhi, she has no objection if FIR 313/2019 registered under Section 498A/406/34 IPC at PS Maurya Enclave 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 313/2019 registered under Section 498A/406/34 IPC at PS Maurya Enclave 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 22, 2024

Pallavi/NA