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

+ **CRL.M.C. 9135/2024**

SANJEEV KUMAR & ORS.

.....Petitioners

Through: Mr. Nadeem Hussain, Mohammad
Asim, Advs. with petitioners.

versus

STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Hemant Mehla, APP for the state
with IO SI Divya Gahlot, PS Vasant
Kunj
Mohd. Junaid Ibrahim, 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. 35003/2024 (Exemption)

Exemption is allowed subject to all just exceptions.

CRL.M.C. 9135/2024

1. The Present petition has been filed under section 482 Cr.P.C for quashing of FIR 102/2023 registered under Section 498A/406/34 IPC at PS Vasant Kunjnorth and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 30.09.2017 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 28.09.2024.
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 05.11.2024 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 102/2023 registered under Section 498A/406/34 IPC at PS Vasant Kunj north and all the other proceedings emanating therefrom.
8. I have gone through the settlement agreement/MOU dated 28.09.2024 arrived at between the parties. The settlement agreement provides for the following terms and conditions:

“1. That it has been further agreed that the first party and second party shall get dissolve their marriage by way of decree of mutual consent by filing appropriate petition before the competent court of law.

2. That it has been further resolved that second party will not seek any kind of maintenance (past, present, future), Istridhan, permanent alimony and the second party shall not claim from the first party from his properties both self acquired and ancestral in future and similarly, the first



party shall not claim from second party in her property both self acquired and ancestral.

3. That both the parties have confirmed that nothing of their respective belongings /articles are lying with each other and in this manner both the parties confirm that all their claims inter se stand satisfied and settled. It has been agreed that no party shall institute any claim, complaint, suit, petition, FIR against each other. The second party shall cooperate the first party in getting the said FIR quashed before the Hon'ble High Court of Delhi.

4. That the contents of this memorandum has been read over and explained to both the party in vernacular and after understanding the terms and conditions we have put our signature/thumb impression in the presence of witnesses.”

9. The total settlement amount in terms of settlement agreement /MOU dated 28.09.2024 is Rs.10,30,000/-. Today, as per settlement, a Demand Draft bearing No. 008010 dated 21.11.2024 drawn from IDFC First Bank for an amount of Rs.2,00,000 in the name of Rum Sen Gupta 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) 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. And since the marriage between the parties has also been dissolved. She has further submitted that she has no objection if FIR 102/2013 registered under Section 498A/406/34 IPC at PS Vasant Kunj 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 102/2023 registered under Section 498A/406/34 IPC at PS Vasant Kunj north 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