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

+ **CRL.M.C. 9242/2024, CRL.M.A. 35440/2024**

**PRADEEP & ORS.**

.....Petitioners

Through: Mr. Sunil Choudhary, Mr. Aalok  
Kumar, Advs. with Petitioners in  
person.

versus

**STATE NCT OF DELHI THROUGH SHO POLICE STATION  
MUKHERJEE NAGAR DELHI & ANR.**

.....Respondents

Through: Ms.Kiran Bairwa, APP for the State  
and SI Gurmail Singh, PS Mukherjee  
Nagar.

**CORAM:**

**HON'BLE MR. JUSTICE DINESH KUMAR SHARMA**

**ORDER**

**27.11.2024**

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1. The Present petition has been filed under section 482 Cr.P.C for quashing of FIR No. 183/2018 dated 06.04.2018 registered under Section 498A/406/34 IPC at PS Mukherjee 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 18.01.2016 in accordance with the Hindu Rites and Ceremonies and one daughter 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 dated 04.12.2023.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 13.08.2024 as per Hindu rites and ceremonies.
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. 183/2018 dated 06.04.2018 registered under Section 498A/406/34 IPC at PS Mukherjee Nagar and all the other proceedings emanating therefrom.
6. I have gone through the settlement deed dated 04.12.2023 which has been placed on record. The settlement agreement provides for the following terms and conditions:

- i. It is jointly agreed between the parties that the first party Husband shall pay Rupees 11,00,000/- (Rupees Eleven Lakhs only) to the second party Ms. PPPP and minor daughter Namely DDDD towards settlement of all their claims, disputes, differences, maintenance (Past, Present & Future), Stridhan, Property, alimony etc.*
- ii. It is agreed that the first party Sh. Pardeep shall pay Rupees 2,00,000/- (Rupees Two Lakh only) to the second party Ms. PPPP at the time of signing this settlement through Demand Draft/Pay Order.*
- iii. It is agreed that the First party, Pradeep (husband) and the second party Ms. PPP. (wife) shall file a joint petition for divorce by mutual consent under section 13-B (1) of Hindu Marriage Act, 1955 within two weeks from the date*



*of this settlement and First Party Pardeep shall pay a sum of Rupees 3,00,000/- (Rupees Three Lakhs only) by way of demand draft to the second party Ms PPP at the time of recording the statement before Hon'ble Court at the time of first motion.*

*iv. It is further agreed that both the parties i.e. Sh. Pardeep and Ms. PPPP (wife) shall jointly file the second motion petition under section 13 B (2) of Hindu Marriage Act, 1955 within the stipulated time. The First party, Sh. Pardeep shall pay to the second party Ms. PPPP a sum of Rupees 4,00,000/- (Rupees Four Lakhs only) by way of demand draft at the time of recording the statement of the parties before the Hon'ble Court at the time of second motion.*

*v. That the first party Sh. Pardeep has filed a petition under section 13 of Hindu Marriage Act, 1955 vide HMA No. 2282/2023 and presently pending before the court of Ms. Rajrani Judge Family Court North Rohini Court, Delhi.*

*vi. That the second party has filed complaint under section 12 of The Protection of Women From Domestic Violence Act vide CT Cases No. 2071/2018 and the same is pending before the Court of Ms. Nidhi Chitkara MM Mahila Court, Rohini Delhi.*

*vii. That the second party has filed Ex. Crl. No. 89/2020 and Ex. Crl. No. 77/2023 and the same are pending before the Court of Ms. Nidhi Chitkara MM Mahila Court, Rohini Delhi.*

*viii. That on the complaint of Second party FIR No. 183/2018, under section 498-A/406/377/354/34 IPC Police Station Mukherjee Nagar, Delhi has been registered against the first party and hisfamily member in which chargesheet has been filed and the same is pending before the court of Ms. Nidhi Chitkara MM Mahila Court, North Rohini Court Delhi.*

*ix. That the second party filed petition under section 125 Cr P C vide MT Cases No. 5/2019. This case is pending before the court of Sh. Neeraj Gaur Judge Family Court North Rohini Court, Delhi.*

*x. That the second party has filed the CONT. CAS (C)*



312/2022 before Hon'ble High Court of Delhi against the first party.

xi. That the second party has filed the CRL. REV. P. 756/2023 before Hon'ble High Court of Delhi against the first party.

xii. It is agreed between first party and second party that first party shall withdraw the petition HMA No. 2282/2023 under section 13 of Hindu Marriage Act, 1955 within 7 days of signing the settlement agreement.

xiii. It is also agreed that the second party Ms PPP shall withdraw her all cases mentioned in aforesaid Paras after recording the statement in Petition under section 13-B (1) of Hindu Marriage Act, 1955.

xiv. That it is agreed between first party Sh. Pardeep and Second Party Ms. PPPP that the petition for quashing of FIR No. 183/2018 shall be filed before Hon'ble High Court of Delhi within 15 days after grant of divorce by mutual consent.

xv. That the first party Sh. Pardeep shall pay a sum of Rupees 2,00,000/- (Rupees Two Lakhs only) through demand draft/Pay Order to the second Party Ms. PPP before Hon'ble High Court of Delhi at the time of quashing of FIR No. 183/2018 under section 498-A/406/377/354/34 IPC, Police Station Mukherjee Nagar, Delhi.

xvi. That it was agreed that the custody of minor daughter Miss Divyanshi shall remain with the second Party Ms. PPPP and first party has no visitation rights to the daughter.

6. That after withdrawing their cases mentioned above and after getting the divorce by mutual consent, both parties hereby undertake that they will not interfere in each other's professional and personal lives other or against their family members in future.

7. All payments shall be made by the first party to the second party by way of demand Draft/Pay Order drawn on a scheduled bank and payable at Delhi/New Delhi.

8. It is further agreed that after the receipt of the sum of Rupees 11,00,000/- (Rupees Eleven Lakhs only), towards



*full and final settlement of past and present disputes between the parties, nothing hereinafter shall be claimed by the parties against each other and all disputes, allegations and claims between the parties will stand withdrawn. It is hereby made clear and agreed that the second party has settled all the claims pertaining to Stridhan, Maintenance, Property, alimony etc, for herself and minor daughter by way of this agreement as against the first party.*

*9. That the parties have read and understood the entire agreement in vernacular and have agreed to adhere to the same.*

*10. That both the parties to this Settlement Agreement have undertaken to abide by the terms of this present Agreement.*

7. As per settlement, a demand draft bearing DD No. 008403 dated 23.09.2024 drawn on Axis Bank of Rs. 2,00,000/- in the name of Preeti 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 as per law, she has no objection if FIR No. 183/2018 dated 06.04.2018 registered under Section 498A/406/34 IPC at PS Mukherjee Nagar 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. 183/2018 dated 06.04.2018 registered under Section 498A/406/34 IPC at PS Mukherjee Nagar and all the other proceedings emanating therefrom are quashed. However, this shall not bind the legal rights, title, and interest of the child which was born on 23.10.2016, out of the wedlock, in any manner. Their daughter who is currently residing with her mother/ respondent no.2, shall be at liberty to pursue his/her legal rights in accordance with law.



12. The present petition along with all the pending applications stand disposed of.

**NOVEMBER 27, 2024/AR/NA..** **DINESH KUMAR SHARMA, J**