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

+ **W.P.(CRL) 3702/2024**

SAURABH SINGH & ORS.

.....Petitioners

Through: Mr.Umang Aditya Singh, Advocate
(Through VC)

versus

THE STATE GOVT. OF NCT OF DELHI AND ANR.

.....Respondents

Through: Mr.Sanjay Lao, Standing Counsel for
the State with Mr.Priyam Agarwal,
Advocate alongwith SI Anil and HC
Annu, P.S.-Aman Vihar

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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27.11.2024

CRL.M.A. 35522/2024 (Exemption)

Exemption allowed subject to just exceptions.

The application stands disposed of.

W.P.(CRL) 3702/2024

1. The present petition under Article 226 of the Constitution of India read with Section 482 of the Code of Criminal Procedure, 1973 (Section 528 BNSS) has been filed seeking quashing of FIR bearing No. 0543/2022 registered at Police Station Aman Vihar, for offences punishable under Sections 498A/406/506/34 of the Indian Penal Code, 1860 and all consequential proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that the marriage between



the petitioner and the respondent no.2 was solemnized on 09.03.2019 in accordance with the Hindu Rites and Ceremonies and one girl child, namely Paridhi was born on 21.12.2019 out of the said wedlock. However, on account of temperamental differences and mental incompatibility, the parties started living separately since 05.01.2020 and on the complaint of the respondent No.2, the present FIR got registered.

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 19.09.2023.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved as per Hindu rites and ceremonies on 21.12.2023. Respondent No.2 also states that the divorce as already been taken place 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 bearing No. 0543/2022 registered at Police Station Aman Vihar, for offences punishable under Sections 498A/406/506/34 of the IPC and all consequential proceedings emanating therefrom.
6. I have gone through the settlement deed dated 19.09.2023 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“i. That the FIRST PARTY has settled all her claims



towards permanent alimony and Present, past and future maintenance and any other claims in respect of the marriage with the SECOND PARTY/Husband as full and final consideration amount of Rs. 2,00,000/- (Two Lacs Only).

ii. That the first installment of Rs. 50,000/-(Fifty Thousand) shall be paid by the SECOND PARTY to the FIRST PARTY by way of DD/Cash/Cheque at the time of recording of statement of First Motion Divorce U/s 13(B)(1) of HMA

iii. That the second installment of Rs. 50,000/-(Fifty Thousand) shall be paid by the SECOND PARTY to the FIRST PARTY by way of DD/Cash/Cheque at the time of recording of statement of Second Motion Divorce U/s 13(B)(1) of HMA.

iv. That the third installment of Rs. 50,000/-(Fifty Thousand) shall be paid by the SECOND PARTY to the FIRST PARTY by way of DD/Cash/Cheque at the time quashing of FIR No. 65/20 U/s 354 IPC & 10 of POCSO Act P.S. Aman Vihar, Delhi before the Hon'ble High Court of Delhi, at New Delhi and the FIRST PARTY shall co-operate with SECOND PARTY in quashing of the aforesaid FIR No. 65/20.

V. That the final and remaining installment of RS 50,000/-(Fifty Thousand) shall be paid by the SECOND PARTY to the PARTY FIRST by way of DD/Cash/Cheque at the time quashing of FIR No. FIR No. 543/2022 U/s 498-A/406/506/34 IPC with PS. Aman Vihar, Delhi before the Hon'ble High Court of Delhi, at New Delhi and the FIRST PARTY shall co- operate with SECOND PARTY in quashing of the aforesaid FIR No. 543/2022.

vi. That it has been agreed that the custody of the female minor child namely PARIDHI shall remain with the FIRST PARTY and the SECOND PARTY shall have no right either to meet or to claim custody of the minor child in future by any manner whatsoever.

vii. That neither the FIRST PARTY or the minor child in future shall claim any right, title or interest in all the movable and immovable properties lying in the name of the SECOND PARTY by any manner whatsoever.



viii. That it has been agreed between the both the parties that the both the parties shall co-operate with each other in filing the First Motion Divorce Petition and thereafter second motion petition under mutual consent before the concerned court.

ix. That after the execution of the present settlement nothing shall remain due upon the SECOND PARTY towards the FIRST PARTY, and the FIRST PARTY shall not demand anything from the SECOND PARTY in future also after the execution of the present settlement.

x. That it has been agreed between the parties that bothor the parties shall withdraw their respective complaint/cases/appeals or any other litigation, if any, which has been filed by the parties to the present MOU against each other after the recording of the first motion petition i.e. 13(B)(1) HMA and 13(B)(2) of HMA.

xi. That it is agreed between the parties to the present Settlement that in case the FIRST PARTY shall breached the terms of the present settlement at any stage then the FIRST PARTY shall refund the entire settlement with interest to the SECOND PARTY and in case the SECOND PARTY breached the terms of the present settlement then the amount that will be paid by the SECOND PARTY to the FIRST PARTY shall stands forfeited in favor of the FIRST PARTY.

xii. That it has been further agreed that both the parties shall co-operate with each other filing the petition for divorce under mutual consent before the concerned court.

xiii. That it is further agreed between the parties to the MOU that the FIRST PARTY after taking mutual divorce shall not make any claim in the movable or immovable properties lying in the name of the SECOND PARTY. Similarly it is further agreed between the parties to the MOU that the SECOND PARTY after taking mutual divorce shall not make any claim in the movable or immovable properties lying in the name of the FIRST PARTY.

xiv. That if, either of the parties has filed any complaint which is not in the knowledge of the either of the parties in



any court of law, police, or any other authority either in New Delhi or in part of India, then it shall deemed to be considered as compromised and withdrawn and shall not have any legal effect.

XV. That it is further agreed between the parties that both shall be bound by the terms of the settlement and same shall be full and final.

xvi. That the both the parties undertake to be present in the court at the date and time fixed for taking up the first motion and second motion petition for divorce.

2. That the FIRST PARTY shall not claim any right, title or ownership in the movable and immovable properties of the FIRST PARTY after getting divorce of mutual consent. Similarly the SECOND PARTY shall not claim any right, title or ownership in the movable and immovable properties of the FIRST PARTY.

3. That both the parties shall not interfere in the personal life of the either parties or use any incriminatory articles against each other after completion of the second motion divorce.

4. That the PARTIES TO THE PRESENT MOU have taken a decision to break their matrimonial ties, keeping in view their 6336/future welfare and better prospects.

5. That the consent of other party has not been obtained by force, fraud or undue influence.

6. That both the parties have entered into the aforesaid MOU on their free will and accord without any pressure, threat, or coercion of any sought and after understanding the contents of the same in their vernacular language they have signed the same.

7. That both the parties shall abide by the terms and conditions of the present MOU.”

7. The total settlement amount in terms of settlement deed dated 19.09.2023 is Rs. 2,00,000/-. Today, as per settlement, a demand draft of the remaining amount bearing DD No. 000369 dated 17.10.2024 drawn on Yes Bank, Mumbai-400055, of Rs.50,000/-



in the name of Ms.Pooja Devi 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 the parties are present in Court and have duly been identified by the Investigation Officer. Respondent No. 2 submits that she has entered the settlement voluntarily without any fear, force, or coercion. And since the marriage between the parties has also been dissolved as per Hindu Rites, she has no objection if FIR bearing No. 0543/2022 registered at Police Station Aman Vihar, for offences punishable under Sections 498A/406/506/34 of the IPC and all consequential 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 bearing No. 0543/2022 registered at Police Station Aman Vihar, for offences punishable under Sections 498A/406/506/34 of the IPC and all consequential proceedings emanating therefrom are quashed.

12. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

NOVEMBER 27, 2024

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