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

+ **CRL.M.C. 9248/2024**

TOSHAR KANT@TOSHAR KANT RAJAN AND ORS.

.....Petitioners

Through: Ms. Sumati Sharma, Ms. Jessica,
Advs.
Petitioners in person.

versus

STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Ms.Kiran Bairwa, APP for the State
and SI Vijay Pal Singh, PS CWC
Nanak Pura, Delhi.
Mr. Aman Sareen, Mr. Harmeet
Singh Bhasin, Mr. Gurpratap Singh,
Adv. with R-2.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

27.11.2024

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CRL.M.A. 35471/2024

1. Exemption allowed, subject to all just exceptions. Application stands disposed of.

CRL.M.C. 9248/2024

1. The Present petition has been filed under section 528 BNSS for quashing of FIR No. 1/2018 dated 04.01.2018 registered under Section 498A/406/34 IPC at PS Crime (Women) Cell Nanak Pura, Delhi and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent



no.2/complainant married petitioner no.1 on 04.02.2016 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 dated 28.05.2018.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 15.02.2020 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. 1/2018 dated 04.01.2018 registered under Section 498A/406/34 IPC at PS Crime (Women) Cell Nanak Pura, Delhi and all the other proceedings emanating therefrom.
6. I have gone through the settlement deed dated 28.05.2018 which has been placed on record. The settlement agreement provides for the following terms and conditions:

1. That all the abovesaid parties have settled all their claims/disputes with regard to all the present cases as well as above-mentioned connected cases and between complainant/wife and respondent/husband. It has been agreed between the complainant/wife and respondent/husband that



they shall seek divorce by mutual consent.

2. It has been agreed between the parties that the settled sum of Rs.11,00,000/- (Rupees eleven lakhs only) shall be paid by the respondent/husband to the complainant/wife in three installments, as per the following schedule:

(i) First installment of Rs.4.00.000/- (Rupees four lakhs only) paid at the time of recording of statement during first motion petition u/s.13-B(1) of HMA, which shall be filed in the third week of July, 2018

3. That the respondent/husband has agreed to pay a sum of Rs.11,00,000/- (Rupees eleven lakhs only), and also to return all the belongings of the complainant/wife to her as per admitted list annexed hereto as Annexure A, towards full and final settlement of all claims of complainant/wife regarding dowry articles, stridhan. Permanent alimony and maintenance (past, present and future), which the complainant wife has agreed to accept as such,

(ii) Second installment of Rs.4,00,000/- (Rupees four lakhs only) shall be paid at the time of recording of statement during second motion petition u/s.13-B(2) of HMA, which shall be filed within one month of expiry of minimum statutory period after first motion u/s.13-B(1) Hindu Marriage Act, 1955, as per law.

(iii) Third/last installment of Rs.3,00,000/- (Rupees three lakhs only) shall be paid at the time of recording of statement of complainant/wife in proceedings for quashing of FIR No.01/2018, U/s. 406/498A IPC, PS Dabri, New Delhi, before the Hon'ble High court of Delhi

4. It has been agreed between the parties that petition for quashing of FIR shall be filed by the respondents within 40 days from passing of decree of divorce and the complainant/wife shall cooperate in the said proceedings.

5. That subject to fulfillment of terms and conditions of this settlement, complainant wife shall withdraw/pray for disposal of all her above-mentioned connected cases before the Hon'ble Concerned Courts, within one month after "recording of statement in first motion petition for divorce by mutual consent u/s.13 B(1) of the Hindu Marriage Act, 1955.



6. That the respondent/husband shall return all the belongings of the complainant/wife to her as per admitted list annexed hereto as Annexure A, duly signed by both the parties hereto at the time of recording of statement during first motion petition u/s.13-B(1) of HMA. On the same day, complainant/wife shall return engagement ring and mangalsutra to the respondent/husband.

7 It has been agreed between the parties hereto that the respondent/husband shall 28/5/15 transfer the car make Hyundai i20 magna (white colour) bearing No.DL4C AU 4259 in the name of complainant/wife and shall also hand over the transfer documents of the aforesaid vehicle and handover the same to the complainant/wife at the time of recording of statement during first motion petition u/s.13-B(1) of HMA.

8. It has been agreed between the parties hereto that they shall make appropriate statements before the concerned courts/authorities and shall cooperate with each other in all the legal proceedings.

9. It has been agreed between the parties hereto that they shall not file any claim/case against each other or family members related to marriage between complainant/wife and respondent/husband.

10. That all the parties hereto shall bear their respective cost of litigation.

11. By signing this settlement the parties hereto state that they have no further claims or demands against each other with respect to marriage between complainant/wife and respondent/husband and all the disputes and differences in this regard have been amicably settled by the parties hereto during the process of mediation and that they shall not initiate any litigation in future against each other in respect of marriage between complainant/wife and respondent/husband, subject to fulfillment of terms of this settlement.

12. That the abovesaid parties shall be bound by the terms and conditions as mentioned above and shall appear before the Hon'ble Referral Court on 07.06.2018 to make a statement in terms of this settlement.

13. In case any of the parties hereto does not abide by the



terms and conditions of this settlement, other party shall be at liberty to take appropriate action as per law.

14. That the contents of this settlement have been explained to the parties in vernacular and they have understood the same. All the above said parties undertake that they have signed the above settlement after going through and understanding the contents and they have settled the dispute between themselves of their own will and without any force, pressure or coercion from any quarter.

7. As per settlement, a demand draft bearing DD No. 774800 dated 18.11.2024 drawn on Union Bank of Rs. 3,00,000/- in the name of Madhavi Goyal 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) 5 SCC 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. 1/2018 dated 04.01.2018 registered under Section 498A/406/34 IPC at PS Crime (Women) Cell Nanak Pura, Delhi 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. 1/2018 dated 04.01.2018 registered under Section 498A/406/34 IPC at PS Crime (Women) Cell Nanak Pura, Delhi and all the other proceedings emanating therefrom are quashed.
12. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

NOVEMBER 27, 2024/AR/NA..