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

+ **CRL.M.C. 9309/2024**

RATAN KUMAR & ORS.

.....Petitioners

Through: **Mr. R. P. S. Bhatti, Adv.**

versus

THE STATE (GOVT OF NCT OF DELHI) & ANR....Respondents

Through: **Ms. Kiran Bairwa, APP for the State
with SI Ajay, PS Saket.**

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

28.11.2024

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CRL.M.A. 35687/2024

Exemption allowed, subject to all just exceptions.

Application stands disposed of.

CRL.M.C. 9309/2024

1. The Present petition has been filed under section 482 Cr.P.C for quashing FIR No.158/2021 registered under Section 498A/406/34 IPC at PS Saket and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 25.02.2020 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 deed dated 28.12.2021.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 21.12.2022 vide HMA No.2089/2022 passed by learned Principal Judge, Family Court, Shahdara, Karkardooma Courts, Delhi.
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 FIR No.158/2021 registered under Section 498A/406/34 IPC at PS Saket and all the other proceedings emanating therefrom.
6. I have gone through the settlement deed dated 28.12.2021 which has been placed on record. The settlement agreement provides for the following terms and conditions:

1. That it is agreed by and between the parties since there is no possibility of reconciliation between the Parties and hence, they shall seek divorce by way of mutual consent u/s 13- B (1) and mutual consent U/s 13-5 (1) and 13-B(2) of HMA before the Hon'ble Court for the total sum of Rs.5,00,000/- (Rupees Five Lacs Only),

ii. That it is agreed by and between the parties that the second party shall pay an amount, of Rs.2,00,000/- 'Rupees Two Lacs Only), to the first party at the time of recording the statement of first motion.

iii. That it is agreed: by and between the parties 'that the



second party. shall again Pay an amount of Rs 1,50,000/- (Rupees One Lac Fifty Thousand Only) to the first party at the time of recording the statement of Second motion,.

iv. That it is agreed by. and between the Parties that the second Party shall Pay remaining amount of Rs.1,50,000/- (Rupees One Lac Fifty Thousand Only) to the first party at the time of quashing Of the FIR No- 158/2021 U/s 498A/406/34 IPC, Police Station Saket, Delhi. before the Hon'ble High court of Delhi and first Party will cooperate to the FIR.

V. That it is also agreed between the parties that the second party has also returned to the first party before the P.S. Saket on 28.12.2021.-

vi. That it is also agreed between the parties that the second party shall withdraw the petition under Section 9 of H.M. Act which is pending before the court of Principal Judge, Family Court, Karkardooma Court, Delhi.

vii. That it is agreed between the parties that

viii. That it agreed they shall not interfere in each other's life in future and shall also not claim any. rights towards each other. and between the parties that the econ settlement is a full and final settlement between the towards stridhan, permanent 'alimony,' (past, present and future) out of their marriage and the first party (wife) shall not claim any right out of the movable & immovable Property of second party '(husband) in future.

ix. It is agreed between the Parties that they shall withdraw all, the cases and complaints filed against each other from the respected Hon ble court, Police station, and concerned authorities at the time of first motion/before the second motion, if any.

x. That all the contents of this agreement/Settlement have Been read. over and understood by the parties in their full



their vernacular language to satisfaction.

xi. That the above terms and conditions have been arrived at between the parties on their own free will without any coercion or pressure from any side.

xii. That, both the parties shall fully/ comply and undertake to remain bound by the terms and conditions of this settlement.”

7. The total settlement amount in terms of the settlement deed dated 28.12.2024 is Rs.5,00,000/-. Today, as per the settlement, a demand draft bearing DD No.667229 dated 27.11.2024 drawn on Punjab National Bank of Rs.1,50,000/- in the name of Neeshu Pathak is handed over to 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 on 21.12.2022 vide HMA No.2089/2022 passed by learned Principal Judge, Family Court, Shahdara, Karkardooma Courts, Delhi, she has no objection if FIR 158/2021 registered under Section 498A/406/34 IPC at PS Saket 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 158/2021 registered under Section 498A/406/34 IPC at PS Saket 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 28, 2024

Pallavi/HT