



\$~77

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

+ **CRL.M.C. 9319/2024**

PRABHAT RATHOR AND ANRPetitioners

Through: Mr. Israr Ahmad, Adv. with
petitioners.

versus

STATE (GNCT OF DELHI) AND ANRRespondents

Through: Ms. Kiran Bairwa, APP for State and
SI Nitin Kumar, PS Farsh Bazar.
Mr. Devesh Kumar, Mr. Dheeraj
Kumar, Advs. with R-2.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

28.11.2024

%

CRL.M.A. 35714/2024

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

CRL.M.C. 9319/2024

2. The present petition has been filed under Section 528 BNSS for quashing of case FIR No. 400/2019 under Section 498A/406/34 IPC registered at PS Farsh Bazar, Delhi and all other proceedings emanating therefrom.
3. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 08.08.2018 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.

4. 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 29.10.2022.
5. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 19.09.2023 as per law.
6. 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. 400/2019 under Section 498A/406/34 IPC registered at PS Farsh Bazar, Delhi and all the other proceedings emanating therefrom.
7. I have gone through the settlement deed dated 29.10.2022 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1). It is agreed between the parties that they shall get their marriage dissolved by way of mutual consent in accordance with law as provided under Section 13-B of The Hindu Marriage Act.

2). It is agreed between the parties that the husband/ respondent shall pay sum of Rs.30,000/- (Rupees Thirty Thousand only) to the wife/ complainant towards full and final settlement of all her claims pertaining to the present complaint case i.e. istridhan & maintenance etc. (past, present, future) by way of Demand Draft.

3). It is further agreed between the parties that the aforesaid settled amount of Rs.30,000/- (Rupees Thirty Thousand



only) shall be paid by the respondent/ husband to the complainant/wife, in 2 (two) installments as per the below mentioned schedule:

i) First installment of Rs.15,000/- (Rupees Fifteen Thousand), shall be paid at the time of recording statements of the parties in the First Motion petition for divorce by way of mutual consent, which shall be filed on or before 10.12.2022.

ii) Second installment of Rs.15,000/- (Rupees Fifteen Thousand) shall be paid at the time of recording of the statements of the parties in the second motion petition, which shall be filed within the statutory period or prior to that on getting the statutory period waived of from the Court concerned. It is further agreed that they will cooperate with each other in this regard.

iii) It is further agreed between the parties that the husband shall bear the expenses of first and second motion petition for mutual divorce.

iv) It is further agreed between the parties that the husband shall file quashing petition under Section 482 Cr.P.C. for quashing of aforesaid FIR in Hon'ble High Court of Delhi after 15 days of grant of final decree of divorce. It is made clear that expenses to be incurred in quashing petition shall be borne by the husband. The wife shall fully cooperate the husband and his family members in quashing of the aforesaid FIR.

v) It is further agreed between the parties that the present settlement is in respect of compoundable offences only. As regards the non-compoundable offences, the parties state that they shall approach the appropriate forum. However the quashing of the FIR shall be at the sole discretion of the Hon'ble High Court of Delhi, while exercising jurisdiction U/Sec. 482 Cr.P.C. They have also been explained the ratio of judgment in Vinod Kumar & Ors. v. Govt. of NCT of Delhi & Anr., Crl. M.C. No.4826/2019 dated 27.01.2020 as well as judgment in Virender Kumar & Anr. v. State of Delhi & Anr., Crl. M.C. No.214/2020 dated 17.01.2020 of



the Hon'ble High Court of Delhi and subsequent judgments on the issue.

5. It is also agreed between the parties that after dissolution of their marriage in terms of decree of divorce by mutual consent, they shall not interfere in personal life of each other and shall not litigate further qua their marriage & their respective family members including the claim in immovable/ moveable property in any manner whatsoever.

6. In case of breach/violation/willful/deliberate disobedience, the party breaching the terms shall be liable for contempt proceedings and the party aggrieved shall be entitled for status quo-ante in every possible way.

7. The terms have been settled between the parties of their own free will and consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (both of law and fact), in any form, whatsoever, and the settlement agreement has correctly recorded the said agreed terms.

8. Both the parties undertake that they will abide by and be bound by the agreed terms/stipulations of the settlement agreement and contents of which have been read over and explained to them in vernacular.”

8. Respondent No. 2 states that she has received the entire settlement amount.
9. 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.

10. 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. 400/2019 under Section 498A/406/34 IPC registered at PS Farsh Bazar, Delhi and all the other proceedings emanating therefrom are quashed.
11. 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.
12. In view of the above, FIR No. 400/2019 under Section 498A/406/34 IPC registered at PS Farsh Bazar, Delhi and all the other proceedings emanating therefrom are quashed.
13. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

NOVEMBER 28, 2024/AR/NA..