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

+ **W.P.(CRL) 3766/2024, CRL.M.A. 36139/2024**

SIMRAN KAUR

.....Petitioner

Through: Mr. Shivam Kumar, Ms. Jigyasa
Parganiha and Mr. Jeet Narayan Deb,
Advocates.

versus

STATE NCT OF DELHI & ANR. & ORS.

.....Respondents

Through: Ms. Priyam Aggarwal, Mr. Abhinav
Kr. Arya, Advs. for Mr. Sanjay Lao,
Standing Counsel with SI Kavita
Bhardwaj, PS Sh. Bagh.
Mr. Shubham Rajhans, Advocate for
R-2 along with Mr. Harjinder Singh.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

02.12.2024

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CRL.M.A. 36140/2024

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

W.P.(CRL) 3766/2024

1. The present petition has been filed seeking quashing of FIR No.90/2020 registered at PS Shalimar Bagh, under Sections 498A/406 IPC and all other proceedings emanating therefrom, on the basis of a settlement.
2. Learned counsel for the petitioner submitted that the petitioner and respondent no.2 married on 24.03.2008 and the marriage was duly



consummated. A child namely Savgun Singh was born out of the said wedlock and is about 16 years old presently.

3. Issue notice.
4. Learned standing counsel for the State has accepted the notice.
5. Respondent No.2 is present through VC. Petitioner is present in person and submits that she has entered into the settlement with the respondent No.2 vide Settlement deed dated 19.11.2024 on the following terms and conditions;

1. That the Second Party undertakes to withdraw all the complaints/FIR made against the First Party and his family members.

2. That the Second Party undertakes to withdraw Ct Case No. 9525 of 2019 pending before the Chief Metropolitan Magistrate, North-West, Rohini Court, Delhi, against the First Party.

3. That the Second Party undertakes to file a quashing petition u/s 528 of Bharatiya Nagarik Suraksha Sanhita, 2023 before the Hon'ble High Court of Delhi for quashing of the FIR No. 90 of 2020 registered at PS Shalimar R Bagh and all subsequent legal proceedings arising therefrom.

4. That the Second Party further undertakes to request the IO/SHO to stop all investigations/proceedings regarding the FIR No.90/2020 registered at PS Shalimar Bagh and all consequences proceedings arising therefrom.

5. That the Parties declare that they hold no grievances or grudges against each other, as the disputes have been amicably resolved between them.

6. That the Parties have given their consent to quash/withdraw the respective FIR/complaints and proceedings thereto without any pressure, undue influence, coercion and pressure from each other.

7. That both the Parties further undertakes to withdraw all the



other cases (if any) filed by them against each other and not to file any case in future against each other after signing of this Settlement.

8. That the First Party undertakes to pay a monthly sum of ₹20,000/- (Rupees Twenty Thousand Only) to the Second Party/Wife on or before the 7th of every month in advance, through DD/Cheque/Cash/UPI as monthly maintenance.

9. That the Parties have agreed that the minor Child named, Savgun Singh, aged about 16 years, shall remain under the sole legal custody and guardianship of the Second Party. The First Party shall have visitation rights thrice a month and may also communicate with the child via call or video call. The Parties also agreed that First Party can also take the child to his house for vacations and festivals.

10. That it is agreed between the Parties that the First Party may participate in the Child's (Savgun Singh) academic curriculum.

That the Parties are living separately since 2022 and they may mutually/individually decide to file any Petition for divorce under Section 13B or 13(1) of Hindu Marriage Act, 1955, as the case maybe.

12. That it is agreed that both the parties shall withdraw all the cases and complaints filed against each other from the respected Hon'ble courts, police station and concerned authorities immediately after signing this Settlement.

13. It is agreed between the parties that all the matters relating to this marriage either civil or criminal are settled and neither the parties nor their relatives.

6. Petitioner/complainant submits that she has entered into the settlement voluntarily without any fear, force or coercion. Petitioner/complainant further states that on account of settlement, she has no objection to the present FIR being quashed.



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.

7. 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.

8. 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.

9. I have gone through the settlement placed on record. The parties held bound by the terms and conditions of the settlement.

10. In view of the above, FIR No.90/2020 registered at PS Shalimar Bagh, under Sections 498A/406 IPC and all the other proceedings emanating therefrom are quashed.



11. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 2, 2024

Pallavi/KR