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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 9479/2024**

RAJESH AND OTHERPetitioners

Through: Mr. Vimal duggal, Advocate with
Petitioners in person.

versus

THE STATE NCT OF DELHI AND ANRRespondents

Through: Ms. Kiran Bairwa, APP for the State.
SI Pankaj Yadav, PS Nangloi and SI
Rooma Yadav, PS Nangloi.
Mr. Rakesh Kumar, Adv. for R-2
(VC).
R-2 in person.

CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER
05.12.2024

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CRL.M.A. 36390/2024

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

CRL.M.C. 9479/2024

2. The Present petition has been filed under section 482 Cr.P.C/528 BNSS for quashing of FIR No. 769/2019 dated 04.12.2019 registered under Section 498A/406/34 IPC at PS Nangloi and all the other proceedings emanating therefrom.
3. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 26.02.2018 as per FIR in accordance with the Hindu Rites and Ceremonies and one child namely



Vivan aged 05 years 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 16.04.2024.
5. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 30.08.2024 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. 769/2019 dated 04.12.2019 registered under Section 498A/406/34 IPC at PS Nangloi and all the other proceedings emanating therefrom.
7. I have gone through the settlement deed dated 16.04.2024, which has been placed on record. The settlement agreement provides for the following terms and conditions:

“That the petitioner and respondent have agreed to dissolve their marriage by mutual consent in accordance with law provides U/s 13 (B) of the Hindu Marriage Act.

1. It is agreed between the parties that husband shall pay to the wife a Sum of Rs. 16,50,000 (as full and final settlement against istridhan and dowry, maintenance of respondent and the maintenance of child towards past, present and future qua this marriage in installments by way of DD/Pay



Order..

2. It is further agreed between the parties that the husband will pay Rs 5,00,000/- to the wife at the time of recording of the statement of first motion by the way of DD/Pay order.

3. it is further agreed between the parties that the husband will pay Rs. 6,50,000 FD in the name of Vivan 5yr as per mentioned above to the at the time of recording of the statement of second motion by way of DD/Pay Order/FD.

4. It is further agreed between the parties that the husband shall pay balance amount Rs 5,00,000/- to the wife at the time of quashing of FIR 0769/19 P.s NANGLOI under section 498/406/34 IPC after second motion. The wife shall also cooperate and do the needful in quashing of said FIR which shall be filed within one month of the grant of divorce by mutual consent.

5. It is agreed between the parties that the first motion petition shall be filed on or before 31/5/2024 and both parties shall endeavour to file second motion of divorce by mutual consent within 3 months of the recording of the statement of first motion of the divorce by mutual consent as prescribed U/s 13B of the HMA.

6. It is further agreed between the parties that the petitioner/respondent will withdraw the case which is pending in any court after the recording of statement of First Motion of the divorce by mutual consent and before the recording of statement of Second motion of the divorce by mutual consent.

7. It is agreed between the parties that they have understood the terms and conditions of the settlement.

8. It is further agreed between the parties that that the custody of minor child Vivan 5yr remain with mother and father shall not have visitation right.



9. *It is further agreed between the parties that they shall remain bound with the aforesaid terms and conditions and mentioned in the settlement.*

10. *It is further agreed between the parties that they shall withdraw/ get quashed all the criminal complaints filed by them against each other as the sole intent of this settlement is to bring the dispute between the parties to an end.*

11. *All the matters relating to this marriage either civil or criminal are settled and neither the parties nor their relatives shall make any claim against each other in future /complainant against each other and any time future in all court of law/Police Station etc.*

12. *It is agreed between the parties that if either of the parties commits breach or defaults of this mutually agreement settlement after the first motion, if WIFE back out of the amount taken at the time of first motion shall be return to HUSBAND with 02% pm interest and if HUSBAND backs out the amount given at the time of first motion shall stands forfeited in favour of the WIFE and the said monies shall be deemed to be paid by the HUSBAND as voluntarily paid alimony amount.*

13. *It is further understood by the parties that the breach of the undertaking given to the concerned court of wilful/deliberate violation of a concesent order/decreree, the defaulting party will be liable to be punished for contempt of court.*

14. *The parties have agreed on each and every terms as recorded in the settlement agreement, after carefully reading over and fully the consequences of the breach thereof, including payment of the file/penalty as mentioned above.*

15. *The terms and conditions mentioned in the settlement have been understood in vernacular. The above said settlement is arrived at between the parties out of their own*



free will, consent and without their being any undue pressure, coercion, influence, misrepresentation or mistaken (both law and fact) in any form whatsoever and the parties agreed that the settlement agreement has correctly recorded the said agreed terms and conditions.

16. The parties will appear before the concerned Hon'ble Court on 16/4/2024."

8. As per the settlement, a demand draft bearing DD No. 991694 dated 02.12.2024 drawn on State Bank of India of Rs. 5,00,000/- in the name of Sarita is handed over to respondent No.2 in the Court. Respondent No. 2 states that she has received the entire settlement amount. Both parties state that the minor child would be entitled to seek his claims against the petitioners and respondent 2 qua maintenance or otherwise in accordance with the law.
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. 769/2019 dated 04.12.2019 registered under Section 498A/406/34 IPC at PS Nangloi and all the other proceedings emanating therefrom are quashed. Both parties state that the settlement dated 16.04.2024 shall not bind the legal rights of the minor child Master Vivan, and Master Vivan would be entitled to seek his claims against the petitioner and respondent 2 qua maintenance or otherwise in accordance with the law.

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. 769/2019 dated 04.12.2019 registered under Section 498A/406/34 IPC at PS Nangloi and all the other proceedings emanating therefrom are quashed. However, this shall not bind the legal rights, title, and interest of the child namely Vivan aged 05 years, in any manner. Child namely Vivan aged 05 years shall be at liberty to pursue his legal rights in accordance with law.
13. The present petition along with all the pending application(s), if any, stand disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 5, 2024/AR/HT..