



\$~54

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

+ **CRL.M.C. 9570/2024, CRL.M.A. 36729/2024**

JITENDER KUMAR & ORS.

.....Petitioners

Through: Mr. Ranjan Kumar, Mr. Gajendra
Singh, Advs. With petitioners.

versus

STATE GOVT. OF NCT OF DELHI AND ANR.Respondents

Through: Ms. Kiran Bairwa, APP for the State
with WSI Sonia, PS Bharat Nagar.
Mr. Yashpal Singh, Ms. Divya
Chaudhary, Advs. for R-2 with R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

13.12.2024

%

1. The present petition has been filed seeking quashing of FIR No.285/2016 registered at PS Bharat Nagar under Sections 498A/406/34 of IPC and all the proceedings emanating therefrom on the basis of the settlement deed dated 16.05.2024.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no. 1 on 21.05.2013 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 16.05.2024.

4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 06.05.2017 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, it would be in the interest of justice to quash FIR No.285/2016 registered at PS Bharat Nagar under Sections 498A/406/34 of IPC and all the other proceedings emanating therefrom.
6. I have gone through the settlement deed dated 16.05.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

(i) That it is agreed between both the parties that the First Party/Husband No. 1 shall pay a total sum of Rs.20,000/- (Rupees Twenty Thousand Only) to the Second Party/Wife as full and final settlement in respect of her maintenance (past, present and future), permanent alimony, dowry articles, stridhan etc. through DD/NEFT/RTGS/CASH at the time of quashing of above said FIR before the Hon'ble High Court of Delhi.

(ii) It is agreed between both the parties that the Second Party/Wife shall not claim in future also, any maintenance (past, present & future), any stridhan, alimony or lay claim or any right, title or interest in the (movable and immovable properties) of the First Party/Husband No. 1 or his family members.

(iii) It is agreed between the parties that in case of breach of above terms on the part of the First Party/Husband, the Second Party/Wife shall be entitled to forfeit the amount so



received likewise and in case of breach of above terms on the part of Second Party/Wife, the amount do received by her shall not be adjustable to any kind of arrears maintenance but the First Party/Husband shall be entitled to recover the amount paid by him to Second Party/Wife. The party breaching the terms shall be liable for contempt proceedings.

(iv) It is agreed between both the parties that the Second Party/Wife shall cooperate the First Party/Husband and his family members in quashing the FIR No.285/2016, U/ 498-A/406/34 IPC, P.S. Bharat Nagar, Delhi before this Hon'ble High Court of Delhi.

(v) It is further agreed between both the parties that the Second Party/Wife shall not file Execution Petition for executing the Final Order (Ex-parte) Dt. 04.07.2022 U/s. 12 of D.V. Act passed by the Hon'ble Court of Ms. Sanya Dalal, Ld. M.M., Mahila Court (N/W), Rohini Courts, Delhi in her favour.

(vi) It is further agreed between both the parties that except the filing of the petition for quashing of above said FIR, none of the parties shall file any sort of case, claim, complaint, proceedings etc. before any of the authorities of the Govt. or the court(s) for any of the reliefs against each other and in case any such proceedings are filed by any of the parties, against the other, the same shall be of no effect.

(vii) That the above Settlement/Agreement between the parties and the decision to quash the above said FIR has been made out of their independent free will, volition and without any pressure, force, fraud, coercion or undue influence from either side or by any their person.

(viii) That both the parties have put their respective hands unto this Settlement/Agreement after having fully understood the contents herein which have fully been read over and explained to them in vernacular in the presence of the family members and witnesses and the same shall be binding upon both the parties.

(ix) That it is agreed between both the parties that they shall withdraw all the cases and complaint filed against each other from the respected Hon'ble Courts, Police Stations and other



connected authorities before quashing of above said FIR.

7. The total settlement amount in terms of the settlement deed dated 16.05.2024 is Rs.20,000/-. 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. All the 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 already been dissolved, she has no objection if FIR No.285/2016 registered at PS Bharat Nagar under Sections 498A/406/34 of IPC 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.285/2016 registered at PS Bharat Nagar under Sections 498A/406/34 of IPC 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

DECEMBER 13, 2024

Pallavi/HT