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

+ **CRL.M.C. 9683/2024**

SANTOSH SINGH

.....Petitioner

Through: Mr.Saurabh Srivastava, Advocate

versus

THE STATE GOVT. OF NCT OF DELHI AND NR.

.....Respondents

Through: Mr.Hemant Mehla, APP for the State
alongwith SI Manoj Kumar, P.S.-
Nihal Vihar
Ms.Vishalakshmi Goel, Advocate for
R-2 alongwith R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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10.12.2024

CRL.M.A. 37154/2024 (Exemption)

Exemption allowed, subject to all just exceptions.

Application stands disposed of.

CRL.M.C. 9683/2024

1. The present petition under Section 528 the Bharatiya Nagarik Suraksha Sanhita, 2023 read with Section 482 of the Code of Criminal Procedure, 1973 has been filed on behalf of the petitioner praying for quashing of FIR bearing No. 866/2016 registered at Police Station Nihal Vihar, Delhi, for offences punishable under Sections 498A/406/34 of the Indian Penal Code, 1860 and all consequential



proceedings emanating therefrom.

2. Learned Counsel for the petitioner submits that the marriage between the petitioner and the respondent no.2 was solemnized on 02.05.2001 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 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 vide settlement agreement dated 01.02.2024 before the Mediation Centre, Tis Hazari Courts, Delhi.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved as per Hindu rites and ceremonies on 27.09.2024. Respondent No.2 also states that the divorce as already been taken place as per Hindu rites and ceremonies.
5. Furthermore, the Learned Counsel for the petitioner submits that since the parties have resolved all their differences amicably, therefore, it would be in the interest of justice to quash FIR bearing No. 866/2016 registered at Police Station Nihal Vihar, Delhi, for offences punishable under Sections 498A/406/34 IPC and all the other proceedings emanating therefrom.
6. I have gone through the settlement agreement dated 01.02.2024, 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 cannot continue the matrimonial life and agreed to dissolve their marriage by obtaining a decree of divorce by way of mutual consent/ court decree in the concerned family court.

2. It has been agreed between the parties that the respondent/ husband Mr. Santosh undertakes to pay a total sum of Rs. 6,00,000/- (Rupees six lakhs only) to complainant/ wife Ms. Guddi towards full and final settlement of all her claims including Istridhan, maintenance (present, past and future) and permanent alimony etc.

3. That afore-mentioned settlement amount of Rs. 6,00,000/- (Rupees six lakhs only) shall be paid by way of DD/ Electronic Mode, in the following manner:

(i) 1st installment of Rs. 2,25,000/- (Rupees two lakhs twenty-five thousand only) shall be paid to the complainant/ wife at the time of recording of statements of the, parties in first motion which shall be filed within 30 days from today.

(ii) 2nd installment of Rs. 2,25,000/- (Rupees two lakhs twenty-five thousand only) shall be paid to the complainant/wife at the time of recording statement of the parties in second motion u/s 13 B (2) HMA which shall be filed within 30 days from the first motion.

(iii) 3rd installment of Rs.1,50,000/- (Rupees one lakh fifty thousand only) shall be paid at the time of quashing of FIR No. 866/2016. The petition for quashing of said FIR shall be moved by the respondents/ accused within 60 days after passing of decree of divorce by mutual consent. The complainant shall co-operate to give statement, affidavit] NOC and to do all these acts which may be required to be done before concerned Hon'ble High Court for quashing of present FIR and any subsequent proceedings arising thereto against respondent/ husband Mr. Santosh and other respondents namely Sh. Ashutosh Singh. Usha Devi, Vishnu Dev, Jugnu Devi, Navin Kumar Singh and Ms. Chanda.

4. That the complainant/ wife shall withdraw all the cases, as mentioned above. second motion for mutual divorce and



before quashing of FIR.

5. That in case of default from either side in carrying out the terms of this settlement, he/ she shall be liable to pay a sum of Rs.50,000/- (Rupees Fifty Thousand Only) by way of penalty /compensation to the other side besides refunding the benefit received hereunder.

6. Further, in-case either of the parties resile from the terms of this settlement, then the aggrieved party shall also be at liberty to proceed with as per law.

7. Both the parties mutually agreed that they shall cooperate with each other in preparation of both the petitions for mutual divorce as well as preparation / drafting of petition, affidavit etc. and by supplying necessary documents to the counsels. All the expenses for preparation / drafting of petition, affidavit etc. shall be borne by the respondent / husband.

8. It is further agreed between the parties that after this settlement, both the parties shall be left with no right, title or interest in the movable or immovable properties of each other or their family members and both the parties and their family members shall not file any case, complaint or litigation against each other in future pertaining to the present marriage and shall cooperate with each other in execution of present settlement and withdrawal of pending case/s.

9. That the parties have gone through the terms herein before recorded and have confirmed and verified the same to be correct and that they have signed it without any threat, pressure, coercion or undue influence from any quarter. Both the sides undertake to abide by the terms & conditions mentioned hereinabove.

10. Since the parties state that their mother tongue is Hindi and they are not well conversant with the English language, so the settlement is drafted both in English and Hindi language.”



7. The total settlement amount in terms of settlement deed dated 01.02.2024 is Rs. 6,00,000/-. 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. Both the parties are present in Court and have duly been identified by the Investigation Officer. Respondent No. 2 submits that she has entered the settlement voluntarily without any fear, force, or coercion. And since the marriage between the parties has also been dissolved as per Hindu Rites, she has no objection if FIR bearing No. 866/2016 registered at Police Station Nihal Vihar, Delhi, for offences punishable under Sections 498A/406/34 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 bearing No. No. 866/2016 registered at Police Station Nihal Vihar, Delhi, for offences punishable under Sections 498A/406/34 IPC and all the other proceedings emanating therefrom are quashed.

12. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 10, 2024/Pp/ht