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

+ **CRL.M.C. 9801/2024, CRL.M.A. 37566/2024**

SUNIL KUMAR & ORS.

.....Petitioners

Through: Mr. Shashi Kant, Adv. with
petitioners.

versus

**THE STATE OF NCT OF DELHI (THROUGH SHO WELCOME
DELHI) & ANR.**

.....Respondents

Through: Ms. Kiran Bairwa, APP for the State
with SI Annugraha, PS Welcome.
Mr. S. S. Bhadauria, Adv. for R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

13.12.2024

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1. The present petition has been filed seeking quashing of FIR No.198/2013 PS Welcome Colony under Sections 498A/406/34 IPC with Section 4, Dowry Prohibition Act, 1961 and all the other proceedings emanating therefrom on the basis of the settlement deed dated 22.03.2024.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married Deceased Gautam on 16.05.2010 in accordance with the Hindu Rites and Ceremonies, and one female 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 husband of respondent No. 2 passed away on 03.06.2016. Thereafter, the remaining parties have resolved their disputes amicably, and in furtherance thereof, they have entered into a settlement agreement dated 22.03.2024.
4. 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.198/2013 registered at PS Welcome Colony under Sections 498A/406/34 IPC with Section 4, Dowry Prohibition Act, 1961 and all the other proceedings emanating therefrom.
5. I have gone through the settlement deed dated 22.03.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

- 1. That as First Party and Second Party has resolved their disputes and differences amicably before the Family Near and dear at Delhi on 22/03/2024, the First party has agreed to cooperate with Second Party in quashing of FIR No.198 of 2013 and for the said purpose the First Party and Second Parties also filed a Joint Petition for quashing of the said FIR.*
- 2. That First Party also agrees to give statement before the Hon'ble Court for quashing of the said FIR and Criminal proceedings emanating from the said FIR and the Second Parties will extend all his cooperation of any kind in quashing of said FIR.*
- 3. That the Second parties shall paid Rs.80,000/- (Rupee eighty Thousand Only) in three installment within 3 months to first party in full and final settlement. Two Installment shall be paid of Rs. 25,000/- Each and rest amount of Rs.30,000/- shall be paid at the time of quashing of present FIR before Hon'ble High Court of Delhi.*



4. That the both party hereby agrees to sign and execute any application or documents, which may be required for quashing of the aforesaid FIR and criminal proceedings pending before Ld. Trial Court.
5. That First Party further undertakes and declare that She has settled all her disputes fully and finally with the Second party and shall not raise any Objection in future in respect of the aforesaid FIR and criminal proceedings pending in Court.
6. That the first and second party have executed this compromise agreement Voluntarily and with their own free will and volition, without any fraud, coercion or undue influence and while in sound state of mind after fully understanding the implications thereof.
6. The total settlement amount in terms of the settlement deed dated 22.03.2024 is Rs.80,000/-. Today, as per the settlement, the remaining amount of Rs. 30,000/- is handed over to respondent No.2. Respondent No. 2 states that she has received the entire settlement amount.
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) 5SCC 226; ***Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another***, 2019 SCC OnLine Del 8179.



8. 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 dispute has been resolved, she has no objection if FIR No.198/2013 registered at PS Welcome Colony under Sections 498A/406/34 IPC with Section 4, Dowry Prohibition Act, 1961 and all the other proceedings emanating therefrom are quashed.
9. 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.
10. In view of the above, FIR No.198/2013 registered at PS Welcome Colony under Sections 498A/406/34 IPC with Section 4, Dowry Prohibition Act, 1961 and all the other proceedings emanating therefrom are quashed.
11. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 13, 2024

Pallavi/HT