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

+ **CRL.M.C. 9833/2024,**

ANKUR SHARMA

.....Petitioner

Through: **Mr.Mohan Bansal, Adv. with
petitioner in person.**

versus

STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: **Mr.Hemant Mehla, APP for the State
with Ms.Ananya Luthra, Adv.
SI Anjali Rathi, DIU/C, PS Paharganj
Mr.Sudeep Sudan, Advocate for R-2
(through VC)
Respondent no.2 in person.**

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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16.12.2024

CRL.M.A. 37699/2024 (exemption)

Exemption is allowed, subject to all just exceptions.

The application stands disposed of.

CRL.M.C. 9833/2024

1. The present petition has been filed for quashing FIR no 67 dated 05.03.2008 registered under Section 498A/406/34 IPC at PS Pahar Ganj and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 22.01.2006 in accordance with the Hindu Rites and Ceremonies. No child was born out of the



said wedlock. However, on account of temperamental differences and mental incompatibility, the parties started living separately since the year 2007 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 and the same was recorded vide order dated 11.07.2023 before the Ld. Principal Judge, Family Court, Rohini Courts. As per the settlement it has been agreed between the parties that the petitioner shall pay a sum of Rs.22,00,000/- (Twenty-Two Lakhs) in full and final settlement of the entire dispute to respondent no. 2/complainant.
4. It is submitted that pursuant to the settlement, a mutual divorce petition was also filed, and a decree of divorce was granted vide order dated 01.10.2024 in Second Motion Petition HMA No. 1356/2024 passed by the Family Court, North West District, Rohini, Delhi.
5. 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 67 dated 05.03.2008 registered under Section 498A/406/34 IPC at PS Pahar Ganj and all the proceedings emanating therefrom.
6. As per order dated 11.07.2023 the parties have settled the matter on the following terms and conditions:

12. That by the intervention of Hon'ble Court, both the parties have agreed to settle their amicably with condition that Petitioner No.1/Husband shall pay a sum of Rs.22,00,000/- Twenty Two Lakhs only) by way of Demand



Draft/Pay Order to Petitioner No.2/Wife a final settlement against Stridhan and dowry articles including jewellery, maintenance present and future), alimony, articles, property, all claims damages in whatever forms this marriage in 3 (Three) instalments; First instalment of Rs.6,00,000/- (Rupees Six Lakhs only) to be paid at the time of recording of statement for First Motion before the court, instalment of Rs.6,00,000/- (Rupees Six Lakhs only) to be paid at the time of recording of statement for Second Motion before the court and Third and final instalment of Rs.10,00,000/- (Rupees Ten Lakhs Only) to be paid in Hon'ble High Court of Delhi at the time of recording of statement for quashing of F.I.R. No. 67/2008 of P.S. Pahar Ganj, Delhi and withdrawal Appeal No. 167/2023. The petitioners further agreed that all other pending complaints/cases etc

if any) arising out of the said F.I.R or any other complaint cases of any kind nature, if pending elsewhere, in any Court Police Station etc. against each other and their family members shall be withdrawn/considered as withdrawn and allowed to rest after receiving full and final payment by Petitioner No.2 as per terms of this settlement by way of Pay Order Bank Draft and thereafter Petitioner No.2 will have no right to lay any sort of claim whatsoever on the person or any property of Petitioner No.1 and his family.

13. That it is further agreed between the parties that the second motion petition shall be signed by Petitioners before this Hon'ble Court at the time of recording of first motion statement and the same will be filed immediately thereafter.

14. That it is further agreed between the parties that the petition for quashing of F.I.R No. 67/2008 of P.S. Paharganj, Delhi and petition for withdrawal of Crl. Appeal No. 167/2023 before Hon'ble Delhi High Court, shall be signed before this Hon'ble Court at the time of recording of second motion statement and filed immediately thereafter. Both the parties shall jointly move the quashing petition to quash the above said F.I.R. No. 67/2008 of P.S. Paharganj



and Crl. Appeal No. 167/2023 and the Petitioner no. 2/Wife shall cooperate and sign all the necessary affidavit and do the needful in quashing of the said F.I.R and Withdrawal of Criminal Appeal. The petition/application for withdrawal of Crl. Appeal No. 167/2023 before Hon'ble High Court of Delhi shall be prepared, signed and filed by Petitioner No.2.

15. That both the petitioners further agreed that on the very same day on which the statement of Second Motion will be recorded before the Family Court, the Petitioner No. 1 shall withdraw his Divorce Petition HMA No. 561745/2016 pending before the Court of Shri Dinesh Bhatt, Principal Judge. North-West Distt., Rohini, Delhi.

16. That it is further agreed that if either of the parties/petitioners commits breach or default of this mutually agreed settlement after the recording of the first motion: if the Petitioner No. 2/Wife backs out, the amount taken by Petitioner No.2 at the time of first motion shall be returned by Petitioner No.2/wife to Petitioner No. 1/Husband without any delay with interest of 2 per cent per month. If Petitioner No. 1/Husband backs out, the amount given to the Petitioner No. 2/Wife at the time of First motion shall stand forfeited by the Petitioner No.2 Wife

17. That it has been agreed between the parties/petitioners that the above settlement is with respect to all claims of Petitioner No.2 (past, present and future), stridhan, dowry articles, alimony, maintenance (past, present and future), property, all claims/damages in whatever form e c. and neither Petitioner No.2 nor her relatives shall claim anything from Petitioner No.1 or his family members in future for herself or on behalf of any other person.

18. That it has also been agreed between the petitioners that the petition for quashing of F.I.R. shall be prepared and filed by Petitioner No.1 and further joint petition for quashing of F.I.R. and withdrawal of Crl. Appeal No. 167/2023 pending before Hon'ble High Court of Delhi shall



be filed jointly and both the parties shall co-operate fully in filing of the said Petition and also before the High Court of Delhi to pass suitable order for quashing of abovesaid F.I.R. and Criminal Appeal.

19. That it has been further agreed that all the matters emanating from this marriage and other matters whether Civil or Criminal are settled on the given terms of this settlement and neither the Petitioners nor their relatives shall make any other claim against each other in future and will not file any case/complaint against each other and their family members at any time in future in any court of law/paffein far Court of Law Police Station etc.

20. That the petitioners herein shall not be entitled to any claim, right, hen or interest in the mirable and immovable property of each other and same shall he vested absolutely with the respe Petitioner after obtaining the decree of divorce by mutual consent.

21. That the petitioners herein shall also not be liable to discharge on behalf of each other any liability towards any other person.

22. That the petitioners shall jointly file an appropriate application seeking waiver of the statutory period of 6 months between the first and second motions alongwith Petition for Second Motion immediately after passing of order on first motion. In the event of dismissal of the said application for any reason whatsoever, the Petitioners shall jointly file second motion petition under section 13B(2) of the Hindu Marriage Act 1955 within 15 days of expiry of the statutory period of 6 months from the date of this petition being allowed.

23. That the above settlement is arrived at between the parties/petitioners out of their own free will and consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (both of law and fact) in any form whatsoever and that settlement has been



correctly recorded as agreed between the parties.

7. In terms of the order dated 11.07.2023, a Demand Draft bearing No.000241 dated 13.12.2024 in the sum of Rs.10 lakhs in the name of Pooja Sharma/complainant/respondent no.2 drawn on AU Small Finance Bank, Shalimar Bagh has been handed over to respondent no. 2. Respondent no. 2 states that she has received the entire settlement amount.
8. 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 by a decree of divorce by mutual consent, granted vide order dated 01.10.2024 in Second Motion Petition HMA No. 1356/2024 passed by the Family Court, North West District, Rohini, Delhi, she has no objection if FIR no 67 dated 05.03.2008 registered under Section 498A/406/34 IPC at PS Pahar Ganj and all the proceedings emanating therefrom.
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) 5 SCC 226; *Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another*, 2019 SCC OnLine Del 8179.

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 67 dated 05.03.2008 registered under Section 498A/406/34 IPC at PS Pahar Ganj and all the other proceedings emanating therefrom are quashed.
12. The present petition along with all the pending applications, if any, stands disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 16, 2024/ Rb/ht