



\$~71

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

+ **CRL.M.C. 9834/2024**

RAHUL BASNOTRA

.....Petitioner

Through: Mr. Arun Baali, Ms. Arisha Ahmad,
Advvs. with petitioner.

versus

THE STATE GNCT OF DELHI & ANR.

.....Respondents

Through: Ms. Kiran Bairwa, APP for State and
SI Kuldeep Lamba, PS Amar Colony.
Ms. Kirat Sahni, Ms. Vanshita, Advvs.
with R-2.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

16.12.2024

%

1. The Present petition has been filed under section 482 Cr.P.C/528 BNSS for quashing of FIR No. 251/2021 dated 17.05.2021 registered under Section 498A/406/34 IPC at PS Amar Colony and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 28.11.2010 in accordance with the Hindu Rites and Ceremonies and one child namely Hridhaan Basnotra (aged 12 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.

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 20.07.2024.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 27.09.2024 as per law.
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. 251/2021 dated 17.05.2021 registered under Section 498A/406/34 IPC at PS Amar Colony and all the other proceedings emanating therefrom.
6. I have gone through the settlement deed dated 20.07.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. It is agreed between the parties that since there is no chance of their re-union, both the parties have decided to get separation from each other by way of mutual divorce.

2. It is agreed between the parties that Second Party/husband is ready to pay the amount of Rs. 10,75,000/- (Rupees Ten Lakh Seventy Five Thousand only) towards full and final settlement of all her claims including maintenance (past, present and future), permanent alimony, stridhan etc. and in respect of all the above-mentioned matters and the said amount shall be in lieu of maintenance of the child and if any claim is made by the child, the amount of Rs.10,75,000/- shall be adjusted towards the claim.

3. It is agreed between the parties that Second



Party/husband shall pay the above-mentioned settled amount of Rs. 10,75,000/- (Rupees Ten Lakh Seventy Five Thousand only) to the First Party in two installments by way of DD/NEFT/RTGS/Any other electronic mode.

4. It is agreed between the parties that Second Party/husband shall withdraw his divorce petition from the concerned court.

5. It is agreed between the parties that Second Party/husband shall make the payment of first installment of Rs.5,75,000/- (Rupees five lakh seventy five thousand only) to the First Party at the time of recording of statements of the parties on first motion of mutual divorce petition before the court concerned which shall be filed in the first week of August, 2024 and after receiving the said amount, the First Party shall withdraw the present petition u/s 125 Cr.P.C. from the Ld, referral court.

6. It is further agreed between the parties that both the parties will jointly file the second motion divorce petition within the statutory period. as per law and Second party/husband shall pay Second installment of Rs.5,00,000/- (Rupees five lakh only) to the First party at the time of recording the statement of second motion of divorce proceedings before the court concerned. Both the parties are also at liberty to seek waiver of the mandatory cooling off period of 6 months from the appropriate Court, for which both the parties shall co-operate. Both the parties shall co-operate with each other in preparation of petition for divorce by mutual consent.

7. It is further agreed between the parties that the custody of child namely Hridhaan Basnotra shall remain with First party/mother. It is further agreed between the parties that the Second Party shall have no visitation right till the child attains the age of majority after which he can reside with either of the parties as per his own free will. However, no right of child shall be affected by this settlement.



8. That both the parties undertake not to interfere in each other's life or future prospects or malign each other or their families over social media, internet or by any means and both the parties will not contact each other in any way like Whatsapp, email, telephone, and any other electronic mode, etc. or never contact or try to meet their family members, relatives and friends in future for any purposes whatsoever. It is further agreed between the parties that both parties shall not misuse any photograph or video of each other. The Second Party also undertakes not to visit the office, home, business premises of the first party in the future and vice versa.

9. It is further agreed between the parties that no Party shall back out from the present Settlement Agreement and shall co-operate each other to get the mutual divorce in terms of the present Settlement. If any Party to the present Settlement Agreement fails to co-operate at any stage of proceedings, the other Party shall be at liberty to initiate all the legal proceedings against the faulty Party on account of breach of the present Settlement Agreement by way of suing the other Party in accordance with the law of the land.

10. It is also agreed by the parties that upon compliance of the above- mentioned terms and conditions of this settlement, parties shall not file any civil/criminal case against each other or their family members pertaining to their marriage and/or with regard to their respective movable or immovable property/properties, whatsoever.

11. It is also agreed between the parties that pursuant to the settlement reached between the parties, all the matters/cases/complaints (civil/criminal), which are pending between the parties before any Court/Authorities/Forum shall be deemed to have been settled or to have been withdrawn post signing of this settlement.

This settlement has been voluntarily arrived at between the



parties with their own free will and without any force, pressure or coercion and both the parties and bound by the terms and conditions mentioned herein above.”

7. Respondent No. 2 states that she has received the entire settlement amount.
8. A Joint statement has been recorded separately wherein both the parties agreed that this settlement or the divorce decree shall not bind the legal rights, title, and interest of the child namely Hridhaan Basnotra (aged 12 years).
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. 251/2021 dated 17.05.2021 registered



under Section 498A/406/34 IPC at PS Amar Colony and all the other proceedings emanating therefrom are quashed.

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. 251/2021 dated 17.05.2021 registered under Section 498A/406/34 IPC at PS Amar Colony and all the other proceedings emanating therefrom are quashed. However, this shall not bind the legal rights, title, and interest of the child namely Hridhaan Basnotra (aged 12 years), in any manner. Child namely Hridhaan Basnotra (aged 12 years) shall be at liberty to pursue his legal rights in accordance with law.
13. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 16, 2024/AR/NA..