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

+ **CRL.M.C. 9974/2024**

**RAJESH VERMA & ORS.**

.....Petitioners

Through: **Mr. Rajender Singh, Adv. (VC).**  
**Petitioners in person.**

versus

**THE STATE NCT OF DELHI THROUGH THE SHO & ANR.**

.....Respondents

Through: **Ms. Kiran Bairwa, APP for the State**  
**and SI Sandeep Yadav, PS Sadar**  
**Bazar.**  
**R-2 in person.**

**CORAM:**

**HON'BLE MR. JUSTICE DINESH KUMAR SHARMA**

**ORDER**

**23.12.2024**

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1. The Present petition has been filed under section 482 Cr.P.C/528 BNSS for quashing of FIR No. 309/2021 dated 24.05.2021 registered under Section 498A/406/34 IPC at PS Sadar Bazar and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 30.04.2017 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/MOU/Compromise Deed dated 11.01.2023.
4. 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. 309/2021 dated 24.05.2021 registered under Section 498A/406/34 IPC at PS Sadar Bazar and all the other proceedings emanating therefrom.
5. I have gone through the settlement agreement/MOU/Compromise Deed dated 11.01.2023 which has been placed on record. The settlement agreement provides for the following terms and conditions:

*“1- That both the parties to the marriage shall move joint petition for obtaining divorce by way of mutual consent.*

*2- That as per the terms & conditions, the second party/complainant shall cooperate and record her statement in the quashing proceedings of above mentioned FIR before the Hon'ble Delhi High Court.*

*3- That the second party/complainant had already withdraw her DV case from the concerned MM Mahila Court.*

*4- That the first party/husband also undertakes that he will withdraw his pending case, if any against the second party with immediate effect in view of the terms & conditions as mentioned in the MOU.*

*5- That after quashing of above said FIR, the second party shall not raise any type claim qua the properties against the first party/husband and his family members.*

*6- That the parties also undertake that they will not initiate any type of proceedings against each other in future.*



*7- That both the parties have entered to this MOU out of their own free will and consent without any type of pressure, threat, coercion or undue influence from any corner.*

*8- That both the parties have read and understood the contents of this MOU in their vernacular.*

*9- That both the parties shall abide by all the terms and conditions as mentioned in this MOU.”*

6. Respondent No. 2 states that in terms of the settlement agreement, 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. 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, she has no objection if FIR No. 309/2021 dated 24.05.2021 registered under Section 498A/406/34 IPC at PS Sadar Bazar 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. 309/2021 dated 24.05.2021 registered under Section 498A/406/34 IPC at PS Sadar Bazar and all the other proceedings emanating therefrom are quashed.
11. The present petition along with all the pending application(s), if any, stand disposed of.

**DINESH KUMAR SHARMA, J**

**DECEMBER 23, 2024/AR/HT..**