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

+ **W.P.(CRL) 266/2022**

VARUN AGRAWAL

.....Petitioner

Through: Mr. Ramakant Sharma, Mr. Ravi
Avasthi and Mr. Prateek Avasthi,
Advocates.

versus

STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Sanjay Lao, Standing Counsel
with Mr. Abhinav Kumar, Advocate.
Insp. Rajiv, PS: Malviya Nagar.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

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16.01.2025

1. The present petition filed under Article 226 of the Constitution of India, 1950 read with Section 482 of the Code of Criminal Procedure, 1973, seeks quashing of FIR No. 139/2019¹ registered under Sections 498A/506/34 of the Indian Penal Code, 1860 at Police Station Malviya Nagar, and the proceedings emanating therefrom.

2. In brief, the factual matrix leading to the filing of the present petition, is as follows:

2.1. The marriage between Petitioner and Respondent No. 2 was solemnized on 13th April, 2012 according to Hindu rites and ceremonies at Delhi and from this union, one child was born.

¹ "the impugned FIR"



2.2. Due to temperamental differences, parties could not adjust and started living separately from 20th August, 2018.

2.3. As a result of the acrimony between the parties, Respondent No. 2 lodged the impugned FIR against the Petitioner. Subsequently, in pursuance of the FIR, a chargesheet was filed. However, during the proceedings, the Petitioner and Respondent No. 2 amicably resolved their disputes pertaining to their marriage, maintenance (present, past and future), custody of the child, etc. by way of a Settlement Agreement dated 24th March, 2021.

2.4. In accordance with the terms of the said Settlement, the parties have secured divorce decree dated 18th September, 2021 passed by the Family Court, Saket.

2.5. In the said Settlement Agreement, Respondent No. 2 had also agreed to co-operate in signing the documents for quashing of the impugned FIR against the Petitioner and undertook to appear before the Court as and when required, in order to assist the closure of the present proceedings.

2.6. Furthermore, in terms of the Agreement, Respondent No. 2 has since withdrawn the complaint filed by her under Section 12 of the Protection of Women from Domestic Violence Act, 2005. For ease of reference, the terms of the Settlement Agreement are reproduced below:

“4. First party would ensure that' child may get proper education and upbringing as per her status and while doing so she would be having full freedom to take any decision relating to the child being his sole guardian and mother.

5. It is also agreed by the parties that they will not file any civil/criminal case pertaining to their marriage and/or about the movable or immovable property/properties qua each other in future.

6. It Is agreed between the parties that the first party was a Director in the company namely VINSM Globe Pvt. Ltd and the first party has already been removed from the said post of said post of Director and further she undertakes to comply with all legal requirements for the completion of the termination of her directorship in the said company.



7. *It is also agreed between the parties that pursuant to the settlement reached between parties. First party has already withdrawn the complaint case filed U/S 12 of DV Act from the referral court.*

8. *The settlement has been voluntarily agreed between the parties with their own free will and without any force pressure or coercion and both the parties are bound by the terms and conditions mentioned above.*

9. *It is further agreed between the parties that both the parties shall co-operate in signing the documents for getting the decree of divorce and for quashing of FIR bearing No. 0139/2019, U/s 498A/506/34 IPC, PS Malviya Nagar Delhi and will appear before the Appropriate Court / Hon'ble High Court of Delhi as and when summoned/required by the Hon'ble High Court.*

10. *It is agreed that both the parties would ensure to do the necessary endeavour to get the mutual divorce done from the Hon'ble Court at the earliest and not later than six months from signing the present MOU. Similarly, parties would also ensure to do the necessary endeavour for quashing of an FIR No. 139 of 2019; Police Station- Malviya Nagar, New Delhi at the earliest.*

This Memorandum of Understanding has been executed between both the parties with their own consent, without any force, fraud, coercion, or allurement, from any corner whatsoever, while in possession of sound health and disposing mind.

IN WITNESS WHEREOF the parties hereto have subscribed their respective hands to this Memorandum of Understanding on the day, month and year mentioned above"

3. In light of the settlement between parties, Petitioner has filed the instant petition seeking quashing of the impugned FIR. Upon a query by the Court, counsel for the Petitioner states that Respondent No. 2 has not submitted an affidavit containing an expressed "No Objection" to the quashing of the impugned FIR.

4. On 7th February, 2022, the Court directed the presence of Respondent No. 2 by issuing notice to her. However, when both parties were not present, on 13th April, 2022, Petitioner as well as Respondent No. 2 were directed to remain present in person. Subsequently, on 23rd May, 2022, the sister-in-law of Respondent No. 2 informed that Respondent No. 2 was not living at the address given in the petition and that she had left the house because of



differences between them. Accordingly, on 09th January, 2023, Respondent No. 2 was directed to present herself through the video conferencing mechanism with an additional direction to the IO to inform Respondent No. 2 about the above direction. Thereafter, on 27th March, 2022, Mr. Sanjay Lao, Standing Counsel, informed that Respondent No. 2 was not well and would not be able to appear through the video conferencing mechanism. On 23rd July, 2024, Mr. Lao, on instructions, stated that Respondent No. 2 had informed the IO that the Settlement Agreement had not been fully complied with. Accordingly, the Court directed the service to Respondent No. 2 through IO. Subsequently, on 20th September, 2024, Mr. Lao informed the Court that they had contacted Respondent No. 2, who is now settled in Mumbai. She had stated that she is not inclined to participate in the present proceedings.

5. The offence under Section 506 is compoundable whereas the offence under Section 498A of IPC is non-compoundable. It is trite law that the High Court has the power to compound offences that are non-compoundable under Section 482 of CrPC if a compromise is effected between the complainant and the accused.² Further in *Parbatbhai Aahir & Ors. v. State of Gujarat & Anr.*,³ the Supreme Court observed that in cases where the possibility of conviction is so remote that continuation of the criminal proceedings would cause prejudice to the accused, the High Courts can quash the criminal proceedings against such person.

6. Respondent No. 2 has not appeared, despite several notices issued to her. Nonetheless, pursuant to the terms of the Settlement Agreement, the

² See also: *Narinder Singh & Ors. v. State of Punjab & Anr.*, (2014) 6 SCC 466;

³ (2017) 9 SCC 641



parties have obtained divorce by mutual consent and the domestic violence proceedings have also been withdrawn by Respondent No. 2. Thus, parties have acted as per the agreement. Moreover, the Court is also informed that Respondent No. 2 has since re-married and settled in Mumbai. Thus, in view of the above, this Court is of the opinion that no useful purpose would be served by keeping the dispute alive and continuance of the proceedings would cause prejudice to the Petitioner.

7. In light of the foregoing, Petitioner's request for quashing of FIR has merit and accordingly, the FIR No. 139/2019, along with all consequential proceedings, are quashed.

8. The present petition is allowed in the aforesaid terms.

SANJEEV NARULA, J

JANUARY 16, 2025

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