



\$~76

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

+ **CRL.M.C. 5235/2023**

VIPIN GUPTA & ORS.

..... Petitioners

Through: Mr. Rizwan Ali & Mr. Vikas Dudeja,
Advts.

versus

THE STATE GOVERNMENT OF NCT OF DELHI & ANR.

..... Respondents

Through: Mr. Digam Singh Dagar, APP for
State & SI Anil, PS Seemapuri & SI
Nathu Ram 1000/SE, Security
Mr. Gaurav Vashishth, Adv. for R-2

%

Date of Decision: 31.07.2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 19914/2023

Exemption allowed subject to just exceptions.

Application stands disposed of.

CRL.M.C. 5235/2023

1. The present petition has been filed seeking quashing of case FIR No. 640/2018 under Sections 498A/406/34 IPC and Section 4 of Dowry Prohibition Act registered at PS Seemapuri, District: Shahdara, Delhi.

CRL.M.C. 5235/2023

Page 1 of 6



2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 11.11.2016 in accordance with the Hindu Rites and Ceremonies. No child was born out of the wedlock.
3. However, on account of temperamental differences and mental incompatibility, the parties started living separately since 27.11.2016 and instituted multiple litigations against each other and their respective families including the present FIR.
4. 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 21.02.2019 before the Delhi High Court Mediation Centre, Karkardooma Courts, Delhi.
5. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs.14,00,000/- (Rs. Fourteen Lakh only) in full and final settlement of the entire dispute to respondent no. 2/complainant.
6. Pursuant to the settlement, a mutual divorce petition was also filed and a decree of divorce was granted vide order dated 24.05.2023 passed by Learned Principal Judge, Family Courts, Karkardooma, Delhi.
7. 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 640/2018 under Sections 468A/406/34 IPC and Section 4 of Dowry Prohibition Act registered at PS Seemapuri, District: Shahdara, Delhi and all the proceedings emanating therefrom.



8. 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.
9. Both parties are present in court and have duly been identified by the IO.
10. 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 order/judgment dated 24.05.2023, she has no objection if FIR no. 640/2018 under Sections 498A/406/34 IPC and Section 4 of Dowry Prohibition Act registered at PS Seemapuri, District: Shahdara, Delhi and all the proceedings emanating therefrom.
11. I have gone through the settlement which has been placed on record. Now vide order dated 21.02.2019 both the parties have settled the matter on the following terms and conditions:



“1. It is agreed between the parties that they shall get their marriage dissolved by mutual consent in accordance with law as provided u/s 13 (B) of HM Act.

2. It is agreed between the parties that the husband shall pay Rs.14,00,000/- (Rs. Fourteen Lakh only) to the wife to the wife towards full and final settlement of all her claims arising out of the marriage including stridhan, dowry articles, permanent alimony and maintenance (present, past and future).

3. It is agreed between the parties that the petition for first motion shall be filed by the parties within 15 days from today & second motion petition shall be filed by the parties after expiry of statutory period of six months as per law or as permitted by the Court.

4. It is agreed between the parties that the payment of the settled amount shall be made by the husband to the wife as follows:-

a) Rs. 3,00,000/- (Rs. Three Lakh only) by way of cash/DD before the court concerned at the time of receding statement of the parties in first motion for divorce by mutual consent.

b) Rs. 1,00,000/- (Rs. One Lakh only) by way of DD before the court concerned at the time of withdrawal of complaint u/s. 12 of DV Act, i.e. on 2.3.2019.

c) Rs.1,00,000/- (Rs. One Lakh only) by way of DD in the name of the wife before the court concerned at the time of withdrawal of the present petition u/s. 125 Cr.PC i.e. on 25.3.2019, the date already fixed.

d) Rs.5,00,000/- (Rs. Five Lakh only) by way of DD in the name of wife before the court concerned at the time of recording statement of the parties in second motion for divorce by mutual consent .



e) Rs.4,00,000/- (Rs. Four Lakh only) by way of DD in the name of the wife before the Hon'ble High Court of Delhi at New Delhi at the time of quashing of FIR No.640/18, ,PS Seema Puri, 498A/406/34 IPC.

5. It is agreed between the parties that the petition for quashing of FIR No.640/18, PS Seema Puri, U/s. 498A/406/34 IPC shall be filed by the husband & other respondents before the Hon'ble High Court of Delhi within a month of passing of order in second motion for divorce by mutual consent & the wife undertakes to cooperate with all the respondents/accused persons in quashing of the offences u/s. 498N406/34 IPC in the said FIR in every manner.

6. It is agreed between the parties that thereafter, they shall be left with no matrimonial rights towards each other & shall not be left with any right, title or interest in the movable or immovable properties of each other.

7. It is agreed between the parties that they shall not interfere in each others' personal life & shall not litigate qua the marriage in future.

8. It is agreed between the parties that in case of breach violation/willful/deliberate disobedience, the party breaching the terms shall be liable for contempt proceeding and the party aggrieved shall be entitled for status quo-ante in every possible way.

9. It is agreed between the parties that the defaulting party would return all the benefits/advantages/privileges that have enured in its favour and both the parties would be restored to the position that was before they had arrived at such a settlement agreement.

10. It is agreed between the parties that the terms have been settled between the parties of their own free will, volition and consent and without there being any undue pressure,



coercion, influence, misrepresentation or mistake (both of law and fact), in any form, whatsoever and the settlement agreement has correctly recorded the said agreed terms.

11. Both the parties undertake that they will abide by and be bound by the agreed terms/stipulations of the settlement agreement.”

12. It has been stated in the court that remaining Payment of Rs. 4,00,000/- (Rupees Four Lakhs only) has been made by way of Demand Draft bearing DD No. 060641 dated 27.07.2023 in the name of Shalini Goel drawn from Standard Chartered Bank.
13. 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.
14. In view of the above, FIR no. 640/2018 under Sections 468A/406/34 IPC and Section 4 of Dowry Prohibition Act registered at PS Seemapuri, District: Shahdara, Delhi and all the other proceedings emanating therefrom are quashed.
15. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

JULY 31, 2023/AR