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

+ CRL.M.C. 1603/2021 & CRL.M.A. 19208/2021

LUV SHARMA & ORS Petitioners
Through Mr. Vineet Mehta, Advocate
(D/2300/99) Ms. Honey Jain,
Mr. Ashish Batra, Advocates with
petitioners in person

versus

STATE & ANR Respondents
Through Ms. Neelam Sharma, APP for the
State with SI Manisha, PS Hari Nagar
Mr. Rajeev, Advocate (D/1005A/91)
for the complainant/R-2
with complainant/R-2 in person

CORAM:
HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **19.01.2022**

HEARD THROUGH VIDEO CONFERENCE

1. The present petition under Section 482 Cr.P.C. has been filed for quashing FIR No.669/2020 dated 15.12.2020 registered at Police Station Hari Nagar for the offences under Sections 376, 377, 354, 506, 509, 34 IPC. The present FIR is an outcome of a matrimonial disputes between the parties.

2. The principal ground on which the petition is filed is that the parties have amicably settled their disputes by a settlement agreement dated 29.11.2021 before the Delhi High Court Mediation & Conciliation Centre. In terms of the settlement agreement, the petitioner No.1 and respondent

No.2 filed a petition being HMA No.05/2022 for divorce by mutual consent before the Family Court, Saket, Delhi. By a judgment and decree dated 10.01.2022, the marriage between the complainant/respondent No.2 and the petitioner No.1/husband stands dissolved. It is further stated in the petition that under the settlement agreement, the petitioner No.1/husband has agreed to pay a sum of Rs.65,00,000/- to the complainant/respondent No.2 towards the full and final settlement of all her claims, including *stridhan*, dowry articles and maintenance (Past, Present and Future). Out of the said sum of Rs.65,00,000/-, the petitioner No.1 has paid a sum of Rs.10,00,000/- to the complainant/respondent No.2 at the time of proceedings of first motion and a sum of Rs.25,00,000/- at the time of proceedings of the second motion, and the balance amount of Rs.30,00,000/- was to be paid at the time of quashing of the FIR.

3. Today, the parties have joined the proceedings through video conferencing. The parties have been identified by their respective counsels and the Investigating Officer. The complainant/respondent No.2 states that she has received the entire amount as per the settlement and has settled all her matrimonial disputes with the petitioners out of her own free will, without pressure, coercion or undue influence and states that she does not want to pursue with the present case any further and requests that the present FIR and the proceedings emanating therefrom may be quashed. The parties undertake that they will remain bound by the terms of the Settlement arrived at between them before the Family Court and the proceedings recorded before this Court.

4. The Apex Court in Gian Singh vs. State of Punjab, (2012) 10 SCC 303 has held that an offence like rape should not be permitted to be quashed

by the High Court on the basis of compromise. The present case arises out of a matrimonial dispute. This Court is pained to note that in matrimonial cases, there is an increasing tendency of filing such complaints for an offence under Section 376 IPC against the father-in-law, brother-in-law or any other male member of the family of the husband just to exert pressure on the family of the husband.

5. This Court is exercising its jurisdiction under Section 482 Cr.P.C. to quash the instant FIR in view of the settlement arrived at between the parties and in view of the fact that matrimonial disputes have been settled before the Delhi High Court Mediation & Conciliation Centre and the marriage stands dissolved. Even though there was an allegation of rape against the father-in-law of the complainant, this Court is of the opinion that no useful purpose would be served in continuing with the present proceedings. In the interest of justice, FIR No.669/2020 dated 15.12.2020 registered at Police Station Hari Nagar for the offences under Sections 376, 377, 354, 506, 509, 34 IPC and the proceedings emanating therefrom are hereby quashed. The parties shall remain bound by the terms of the settlement and the undertaking given to the Court.

6. The petition stands disposed of in above terms along with all the pending application(s), if any.

SUBRAMONIUM PRASAD, J

JANUARY 19, 2022

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