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

+ **CRL.M.C. 2497/2016**

KARANDEEP SINGH & ORS

..... Petitioners

Represented by: Mr. S. Satyanarayan, Advocate
with petitioner Nos. 1 and 3 in
person.

versus

THE STATE (NCT) OF DELHI & ANR

..... Respondents

Represented by: Ms. Neelam Sharma, APP for
the State with SI Renuka, PS
Tilak Nagar.
Mr. Arpit Bhalla, Advocate for
respondent No.2 with
respondent No.2 in person.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

19.07.2016

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Crl. M.A. No. 10733/2016 (Exemption)

Allowed, subject to all just exceptions.

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By the present petition the petitioners seek quashing of FIR No. 357/2013 under Sections 498A/406/34 IPC registered at PS Tilak Nagar, Delhi on the complaint of Respondent No.2 on the ground that the parties have settled the matter.

Learned APP for the State on instructions from the Investigating Officer submits that besides the petitioners mentioned in the memo of parties, there is no other accused and besides the respondent No.2 there is no

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other complainant/victim in the present FIR.

The complainant/Respondent No. 2 Ms.Jasmeet Kaur is present in Court and is identified by the learned counsel and the Investigating Officer. She states that the Petitioners and Respondent No.2/Complainant have entered into a Compromise. In terms of the settlement, marriage between the Petitioner No. 1 and Respondent No. 2/complainant has been dissolved by a decree of divorce by mutual consent. As full and final settlement of all the claims, that is, maintenance, streedhan and alimony etc. of the Respondent No. 2, the Petitioner No. 1 has to pay a sum of ₹3.50 lakhs out of which she has already received a sum of ₹3 lakhs and the balance amount of ₹50,000/- she has received today in Court vide Demand Draft No.034164 dated 19th May, 2016 drawn on Kotak Mahindra Bank, Vikas Puri, New Delhi. The respondent No.2 has further received as sum of ₹15,000/- vide Demand Draft No.034163 dated 19th May, 2015, drawn on Kotak Mahindra Bank, Vikas Puri, Delhi which settles the maintenance amount of ₹5,000/- per month to be paid till the statement under the second motion for divorce was recorded. Respondent No. 2 accepts receipt of payment of ₹3.65 lakhs, in lieu of settlement of all her claims towards the petitioners and she will make no claim for her maintenance. She further states that in view of the settlement between the parties, she does not want to pursue the abovementioned FIR and the proceedings pursuant thereto.

Petitioners, except petitioner No.2 are present in Court, and are identified by their counsel state that they will abide by the terms of the settlement. Petitioner No.2 is exempted from appearing because of his ailment.

In view of the fact that the parties have amicably resolved their differences of their own free will, volition and without any coercion and no useful purpose will be served in continuance of the proceedings, rather the same would create further acrimony between them, it would be in the interest of justice to quash the abovementioned FIR and the proceedings pursuant thereto. There is no legal impediment in quashing the FIR in question.

Consequently, FIR No. 357/2013 under Sections 498A/406/34 IPC registered at PS Tilak Nagar, Delhi and proceedings pursuant thereto are hereby quashed.

Parties have signed this order sheet in acknowledgment of their statements made before this Court.

The petition is disposed of. Order dasti.

MUKTA GUPTA, J.

JULY 19, 2016
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