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

+ CRL.M.C. 3625/2016

BHUPENDER KUMAR & ORS.

..... Petitioners

Represented by: Mr. Sudhir Tewatia, Advocate
with petitioners in person.

versus

STATE & ANR.

..... Respondents

Represented by: Mr. Ravi Nayak, APP for the
State with SI Giri Raj, DBG
Road.
Mr. R.K. Solanki, Advocate for
respondent No. 2 respondent
No.2 in person.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

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28.09.2016

Crl. M.A. No. 15293/2016 (Exemption)

Allowed, subject to all just exceptions.

CRL.M.C. 3625/2016 and Crl. M.A. No. 15294/2016 (stay)

By the present petition the petitioners seek quashing of FIR No. 355/2015 under Sections 498A/406/354A/354B/494/506/120B/34 IPC registered at PS D.B.G Road, Delhi on the complaint of Respondent No.2 and the proceedings pursuant thereto on the ground that the parties have settled the matter.

Learned APP for the State submits that in the above noted FIR the five petitioners as mentioned in the memo of parties are the only accused

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and the respondent No.2 is the only complainant/victim.

The complainant/Respondent No. 2 Ms. Rajni who is present in Court and is identified by the learned counsel states that the Petitioners and Respondent No.2/Complainant have settled the matter before the Mediation Centre, Tis Hazari Courts on 2nd September, 2015. 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 ₹26 lakhs out of which ₹17 lakhs have already been paid to her and the balance amount of ₹9 lakh have been paid to her today in Court by way of Bankers' Cheque bearing Nos. 250533, 250656, 250560, 250579, 250604, 250651, 250580 dated 26th August, 2016, 15th September, 2016, 30th August, 2016, 3rd September, 2016, 6th September, 2016, 12th September, 2016 and 3rd September, 2016 respectively drawn on State Bank of India, Uttam Nagar, Delhi and Manger's Cheque/Demand Draft Nos. 003347, 998041, 773539 and 151027 dated 14th September, 2016, 17th September, 2016, 21st July, 2016 and 12th September, 2016 drawn on HDFC Bank, Bank of India, State Bank of Bikaner and Jaipur and The South Indian Bank Limited respectively. Respondent No. 2 accepts receipt of payment of ₹26 lakhs, in lieu of settlement of all her claims towards the petitioners and she will make no claim for her maintenance. She also states in view of the settlement between the parties, she does not want to pursue the abovementioned FIR and the proceedings pursuant thereto and she will abide by the terms of the settlement arrived at before the Mediation Centre, Tis Hazari Courts dated

2nd September, 2015 copy whereof of is annexed at pages 37 to 40 of the paper-book.

Petitioners who are present in Court and are identified by the learned counsel affirm the statement of respondent No.2 and state that they would abide by the terms of the settlement arrived at before the Mediation Centre, Tis Hazari Court.

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. 355/2015 under Sections 498A/406/354A/354B/494/506/120B/34 IPC registered at PS D.B.G Road, 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.

SEPTEMBER 28, 2016
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