

\$~27

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

+ **CRL.M.C. 4771/2016**

DR GOPAL & ORS

..... Petitioner

Represented by: **Mr. Neeraj Anand, Adv.**

versus

STATE (NCT OF DELHI) & ANR

..... Respondent

Represented by: **Mr. Amit Ahlawat, APP with
SI Rajesh Kumar PS
Begumpur.
Mr. Sahil Munjal, Adv. for
R-2.**

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

21.12.2016

%

CrI.M.A. 19848/2016

Exemption allowed subject to just exceptions.

CRL.M.C. 4771/2016

By the present petition the petitioners seek quashing of FIR No. 161/2011 under Sections 498A/406/34 IPC registered at PS Begumpur, 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 on instructions from Investigating Officer submits that in the above-noted FIR the six petitioners are the only accused and respondent No.2 the only complainant/ victim.

Respondent No. 2 is present in Court and is identified by the learned counsel and the Investigating Officer. She states that she has settled the

CRL.M.C. 4771/2016

page 1 of 3

matter with the petitioners in terms of the settlement deed dated 11th April, 2016. She further states that pursuant to settlement divorce by mutual consent has been granted between petitioner No.1 and respondent No.2. In lieu of all her claims of maintenance, istridhan, marriage expenses, alimony and the maintenance of two minor children, petitioner No.1 has deposited a sum of ₹30 lakhs which is lying deposited as a FDR with Principal Judge, North-West, Family Courts, Rohini, Delhi and would be released to the respondent No.2 after quashing of this above-noted FIR. She states that the two minor children Master Shivin and Master Shubh born out of the wedlock would remain in her care and custody and the petitioners will neither have custody nor the visiting rights. She states that she does not wish to pursue the above-noted FIR the proceedings pursuant thereto.

Petitioners who are present in Court and are identified by the learned counsel affirm the statement of respondent No.2. They further state that they will abide by the terms of settlement arrived at between the petitioner No.1 and respondent No.2 vide settlement deed dated 11th April, 2016 copy whereof is annexed as Annexure 'B' from pages 58 to 64 of the paper book. Petitioner No.3 is not present in Court and his medical certificate is placed on record. Thus she is exempted from appearing before this 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. However it is clarified that the agreement between the petitioner No.1 and respondent No.2 especially Clause 7 of the settlement deed wherein the parties have agreed that the two children from the wedlock will have no right in the movable or immovable properties of petitioner No.1 is not a valid contract between the petitioner No.1 and respondent No.2 and will not bind the two children.

Consequently, FIR No. 161/2011 under Sections 498A/406/34 IPC registered at PS Begumpur, Delhi and proceedings pursuant thereto are hereby quashed. The Principal Judge, North-West, Family Courts, Rohini, Delhi is directed to release the FDR in favour of the respondent No.2 along with the interest that has accrued thereon.

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.

DECEMBER 21, 2016
‘ga’