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

+ **W.P.(CRL) 114/2017**

GAURAV AGGARWAL & ORS. Petitioners
Through : Mr. S.C. Sharma, Adv.

versus

THE STATE & ANR. Respondents
Through :Mr. R.S. Kundu, ASC with SI Kapil
Kumar, P.S. Khajuri Khas for
respondent no. 1
Mr. Mukesh Sharma & Mr. I.B. Jha,
Advs. with respondent no. 2 in
person.

CORAM:
HON'BLE MR. JUSTICE A.K. PATHAK

ORDER
% **13.01.2017**

Respondent no. 2 is present in Court. She submits that she has settled the matter with petitioners vide Settlement Deed dated 21st April, 2016. She further submits that her marriage with petitioner no. 1 has already been dissolved by a decree of divorce by mutual consent dated 8th November, 2016 by Family Court, North-East District. She admits having already received ₹3,00,000/-, out of the settled amount of ₹3,75,000/-. Petitioner no. 1 has paid ₹75,000/- to the respondent no. 2 (₹25,000/- in cash and ₹50,000/- by way of demand draft) in Court. Learned counsel for the

respondent no. 2 submits that in the demand draft, name of the respondent no. 2 has not been properly spelled out. Instead of “SHIKHA”, her name has been spelled out as “SIKHA”. Demand draft has been accepted by the respondent no. 2, subject to its realization. Counsel for the petitioner submits that in case the demand draft returns unpaid on this account, the same will be substituted by the petitioners. Accordingly, FIR No. 214/2014 under Sections 498-A/406/34 IPC and Section 4 of the Dowry Prohibition Act, 1961 registered at Police Station Khajuri Khas and the consequent proceedings emanating therefrom are quashed, subject to encashment of the demand draft.

Writ petition is disposed of in the above terms. Dasti.

A.K. PATHAK, J.

JANUARY 13, 2017

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