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

+ **CRL.M.C. 4580/2017**

SACHIN JAIN

..... Petitioner

Through: Mr. Aditya Garg, Mr. Arjun Garg and
Ms. Sunanda Tulyan, Advocates with
Mr. Vinod Kr. Jain, Power of Attorney
Holder.

versus

STATE & ANR

..... Respondents

Through: Mr. Ashok Kr. Garg, APP for State with
SI Arun Ahlawat, PF Farsh Bazar.
Ms. Gayatri Puri and Ms. Upasana Goel,
Advocates with respondent No.2 in person.

CORAM:

HON'BLE MS. JUSTICE SANGITA DHINGRA SEHGAL

ORDER

% **08.11.2017**

Crl. M.A.No. 18250/2017 (exemption)

Exemption allowed, subject to all just exceptions.

The application stands disposed of.

CRL.M.C. 4580/2017

The instant petition has been filed by the petitioner seeking quashing of FIR No.318/2016 under Sections 498-A/406/34 IPC and Section 3 & 4 of Dowry Prohibition Act registered at Police Station-Farsh Bazar, Delhi on the complaint of respondent No.2 and the proceedings pursuant thereto on the ground that the parties have amicably settled their disputes as per the terms and conditions contained in Settlement Agreement dated 08.08.2017.

Notice. Learned APP for the State accepts notice.

Respondent No. 2 is present in Court today and is identified by the learned counsel and the Investigating Officer. She states that she has settled the matter with the petitioner with her own free will and choice without any threat, pressure and coercion as per the terms and conditions contained in Settlement Agreement dated 08.08.2017 and she does not wish to pursue the abovementioned FIR and the proceedings pursuant thereto.

Today, the respondent No.2 has received an amount of Rs.20,00,000/- (Rupees Twenty Lac Only) from the petitioner through Demand Drafts No. 502310 dated 06.11.2017 for Rs.15,00,000/- (Rupees Fifteen Lac Only), No. 501978 dated 10.08.2017 for Rs.1,50,000/- (Rupees One Lac Fifty Thousand Only) and No. 650105 dated 10.08.2017 for Rs.3,50,000/- (Rupees Three Lac Fifty Thousand Only), all demand drafts drawn on ICICI Bank against all her claims. Both parties undertakes to abide by the terms and conditions of the aforesaid Settlement Agreement dated 08.08.2017. Further, both the parties agree to accept the ex-parte divorce decree dated 20.01.2016 granted in favour of the petitioner by the Superior Court of New Jersey Chancery Division-Family Part County of Hudson USA in terms of the divorce petition filed by the petitioner and they undertake not to interfere or challenge the future matrimonial alliance of each other.

Statements of the parties have been recorded separately.

In view of the fact that the parties have amicably resolved their differences voluntarily out of their own free will and without any coercion, pressure, and no useful purpose will be served in continuance of the proceedings. 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.318/2016 under Sections 498-A/406/34 IPC and Section 3 & 4 of Dowry Prohibition Act registered at Police Station-Farsh Bazar, Delhi and proceedings pursuant thereto are hereby quashed.

The petition is disposed of.

SANGITA DHINGRA SEHGAL, J

NOVEMBER 08, 2017
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