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

+ **W.P.(CRL) 944/2018**

JATIN LALIT & ORS

..... Petitioner

Represented by: **Mr. Sahil Munjal, Mr. Vineet Aggarwal, Advs.**

versus

THE STATE GOVT OF NCT OF DELHI & ANR

..... Respondent

Represented by: **Mr. Shashank Vachher, Adv. for Mr. Avi Singh, ASC with ASI Ali Haidar PS Jagat Puri. Mr. Yoginder Singh, Mr. Mohit Advs. for R-2 with R-2 in person.**

**CORAM:
HON'BLE MS. JUSTICE MUKTA GUPTA**

**ORDER
04.04.2018**

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CrI.M.A. 5861/2018

Exemption allowed subject to just exceptions.

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By the present petition the petitioners seek quashing of FIR No. 271/2015 under Sections 406/498A/34 IPC registered at PS Jagat Puri, Delhi on the complaint of Respondent No.2 and the proceedings pursuant thereto on the ground that the parties have settled the matter.

Learned proxy counsel for the learned Additional Standing Counsel for the State on instructions submits that in the above noted FIR the three

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petitioners are the only accused and the respondent No.2 is the only complainant/ victim.

Learned counsel for the petitioners and respondent No.2 have handed-over a copy of memorandum cum settlement deed dated 1st December, 2017 which has superseded the earlier compromise deed dated 27th February, 2017 inasmuch as the terms of visitation rights and interim custody have been defined. The memorandum of understanding cum settlement deed dated 1st December, 2017 is taken on record.

Respondent No. 2 who is present in Court and is identified by the learned counsel and Investigating Officer states that she has settled the matter with the Petitioners vide the settlement deed dated 27th February, 2017 which is superseded by the settlement deed dated 1st December, 2017. In terms of the settlement divorce by mutual consent between petitioner No.1 and respondent No.2 has since been granted. In lieu of all her claims of maintenance, istridhan, alimony, etc., the respondent No.2 is to receive a sum of ₹30 lakhs out of which she has already received a sum of ₹10 lakhs and the balance amount of ₹20 lakhs has been received by her today in Court [by way of four demand drafts of ₹5 lakhs each numbering 331173, 331174, 331175 and 331181 all drawn on Punjab & Sind Bank]. From the wedlock a minor child namely Rajveer Lalit has been born who would remain in the care and custody of the petitioner No.1 and the respondent No.2 will have the visitation and interim custody rights as per the settlement deed dated 1st December, 2017. Respondent No.2 states that she has now no claim whatsoever against the petitioners and does not wish to pursue the above-noted FIR and the proceedings pursuant thereto. She further states

that she will abide by the terms of settlement arrived at between the parties as per the settlement deed dated 1st December, 2017.

Petitioners who are present in Court and are identified by the learned counsel affirm the statement of respondent No.2 and undertake to abide by the terms of settlement deed dated 1st December, 2017.

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. 271/2015 under Sections 406/498A/34 IPC registered at PS Jagat Puri, Delhi and proceedings pursuant thereto are hereby quashed.

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

Petition is disposed of. Order dasti.

MUKTA GUPTA, J.

APRIL 04, 2018
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