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

+ **W.P.(CRL) 1659/2018**

SUNIL KUMAR KHEMANI & ANR Petitioners

Represented by: **Mr.Punit Budhiraja and
Mr.N.R.Thakkur, Advocates**

versus

STATE (GOVT OF NCT DELHI) & ANR Respondents

Represented by: **Mr.Piyush Singhal, Advocate for
Mr.Ashish Aggarwal, ASC for the
State with ASI Manoj Kumar, PS
Geeta Colony
Mr.I.V.Raghav, Advocate for R-2
with R-2 in person**

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

% **17.08.2018**

1. By this petition, the petitioners seek quashing of FIR No.98/2017 under Sections 498A/406/34 IPC registered at PS Geeta Colony on the complaint of respondent No.2 and the proceedings pursuant thereto on the ground that the parties have settled the matter.

2. Learned proxy counsel for learned Additional Standing Counsel for the State on instructions submits that in the above noted FIR besides the two petitioners arrayed in the present petition, there is one more accused who has not been impleaded as a party in the present petition.

3. Faced with this situation, learned counsel for the petitioners seeks leave to amend the memo of parties. Amended memo of parties has been handed over which is taken on record. Thus the three petitioners impleaded by the amended memo of parties are the only accused and the respondent No.2 is the only complainant/victim.

3. Respondent No. 2 Ms.Teeena Sharma @ Alka Khemani who was present in Court on the last date of hearing reiterates that her actual name is Teena Sharma however after marriage her name was changed to Alka Khemani and thus she filed the complaint in the name of Alka Khemani and is identified by the Investigating Officer. She further states that she has settled the matter with the petitioners vide memorandum of understanding dated 27th November, 2017 copy whereof is annexed at pages 24 to 30 of the paper book. 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 ₹5 lakhs to respondent No.2 out of which she has already received a sum of ₹3.5 lakhs and the balance amount of ₹1.5 lakhs has been received by her today in Court vide Demand Draft No.65120 drawn on Kotak Mahindra Bank. She further states that a male child namely Ishan born from the wedlock will remain in her care and custody and the petitioners would neither have custody nor the visiting rights of the minor child. She further states that she has no claim whatsoever remaining against the petitioners. In terms of the settlement she does not want to pursue the abovementioned FIR and the proceedings

pursuant thereto. She states that she will abide by the terms of settlement.

4. 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.

5. 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.

6. Consequently, FIR No.98/2017 under Sections 498A/406/34 IPC registered at PS Geeta Colony and proceedings pursuant thereto are hereby quashed qua all the petitioners.

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

8. Petition is disposed of. Order dasti.

MUKTA GUPTA, J.

AUGUST 17, 2018

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