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

+ **W.P.(CRL) 2803/2018**

ANKIT SHARMA

..... Petitioner

Represented by: **Mr. Saroj Kumar Jha and Ms.
Meenu Jha, Advocates.**

versus

THE STATE (GOVT OF NCT DELHI) & ANR Respondent

Represented by: **Ms. Iti Pandey, Advocate for
Mr. Ashish Aggarwal, ASC
with ASI Radhey Shyam, PS
Zafrabad.**

**Mr. Anil Sharma, Mr. Aman
Bhardwaj and Mr. Jaskaran
Singh, Advocates for R-2.**

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

18.09.2018

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Crl.M.A. No. 32316/2018 (Exemption)

Allowed, subject to all just exceptions.

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1. By this petition, the petitioner seeks quashing of FIR No.91/2013 under Sections 498A/406/34 IPC registered at PS Zafrabad, Delhi on the complaint of respondent No.2 and the proceedings pursuant thereto on the ground that the parties have settled the matter.

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2. Learned proxy counsel for learned Additional Standing Counsel for the State on instructions submits that in the above noted FIR names of the family members of the petitioners were also mentioned, however, after investigation charge sheet has been filed only against the petitioner and other family members were kept in column No. 12 who have not been summoned by the learned Trial Court. Thus in the FIR in question the petitioner is the only accused and the respondent No.2 is the only complainant/victim.

3. Respondent No.2 who is present in Court and is identified by the learned counsel states that she has settled the matter with the petitioner vide the settlement deed dated 21st May, 2018, copy whereof is annexed as Annexure P-2 of the paper book. In terms of the settlement marriage between the Petitioner 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 has to pay a sum of ₹15 lakhs to respondent No.2 out of which she has already received a sum of ₹10 lakhs and the balance amount of ₹5 lakhs has been received by her today in Court vide Demand Draft No. 026460 drawn on Axis Bank dated 18th August, 2018. She states that from the wedlock, a minor daughter, namely, Ranya, was born on 20th December, 2011 who will remain in her care and custody and the petitioner would neither have the custody nor the visiting rights. She further states that she has now no claim whatsoever remaining against the petitioner. In terms of the settlement she does not want to pursue the

abovementioned FIR and the proceedings pursuant thereto. She also undertakes to abide by the terms of settlement.

4. Petitioner who is present in Court and is identified by the learned counsel affirms the statement of respondent No.2. He further states that though the date of settlement is noted in the settlement deed, however, it was executed on 21st May, 2018 and on the same day it was notarized. He further undertakes to abide by the terms of settlement arrived at between the parties.

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.91/2013 under Sections 498A/406/34 IPC registered at PS Zafrabad, Delhi and proceedings pursuant thereto are hereby quashed.

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.

SEPTEMBER 18, 2018

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