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

+ **CRL.M.C. 4849/2018**

ANIL AHUJA & ANR Petitioners

Represented by: Mr. N.K. Jain, Advocate with
petitioners in person.

versus

STATE & ANR Respondents

Represented by: Ms. Aashaa Tiwari, APP for State
with SI Reena, PS Paschim Vihar.
Ms. Vandana Anand, Advocate for
respondent No.2 with respondent
No.2 in person.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

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28.09.2018

Crl. M.A. No. 32683/2018 (exemption)

Allowed, subject to all just exceptions.

CRL.M.C. 4849/2018

By the present petition, petitioners seek quashing of FIR No. 1205/2006 under Sections 498A/406/34 IPC registered at PS Paschim Vihar, Delhi on the complaint of Respondent No.2 and the proceedings pursuant thereto on the ground that the parties have settled the matter.

Learned APP for State on instructions from the Investigating Officer submits that in the above noted FIR five accused were charge sheeted however, three have been discharged and the two petitioners are the only accused and the respondent No.2 is the only complainant/ victim.

CRL.M.C. 4849/2018

Page 1 of 3

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 Memorandum of Understanding/Compromise/Settlement Deed dated 9th August, 2018, copy whereof is annexed as Annexure-B to the present petition. 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 ad maintenance of the two children, the Petitioner No.1 has to pay a sum of ₹11 lakhs to respondent No.2 out of which she has already received a sum of ₹7 lakhs and the balance amount of ₹4 lakhs has been received by her today in Court vide Demand Draft Nos. 475996 and 459119 dated 18th September, 2018 drawn on State Bank of India, Rajpura, Punjab. 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 and undertakes to abide by the terms of settlement.

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 arrived at between the parties.

Clause 4 of the settlement between the parties also relate to the future claims of the children. Since son of the petitioner No.1 and respondent No.2 has attained majority and has signed the settlement as an attesting witness, even if he is bound by the settlement, the minor daughter namely Yashika cannot be bound by the terms of settlement between the petitioners and

respondent No.2.

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. 1205/2006 under Sections 498A/406/34 IPC registered at PS Paschim Vihar, 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.

SEPTEMBER 28, 2018

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