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

+ W.P.(CRL) 3745/2018

SUNIL KUMAR & ORS.

..... Petitioner

Represented by: Mr. Santosh Kumar, Advocate.

versus

STATE & ANR.

..... Respondent

Represented by: Mr. Rajesh Mahajan, ASC for the
State with Si Jitender, PS
Kanjhawala.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

20.02.2019

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Learned counsel for the petitioners states that the cost of ₹5,000/- as imposed vide order dated 10th December, 2018 was handed over to the respondent No. 2 on the last date of hearing which fact is affirmed by the respondent No. 2.

By the present petition the petitioners seek quashing of FIR No. 57/2016 under Sections 498A/406/34 IPC registered at PS Kanjhawala, Delhi on the complaint of Respondent No.2 and the proceedings pursuant thereto on the ground that the parties have settled the matter.

Learned Additional Standing Counsel for the State on instructions from Investigating Officer submits that in the above-noted FIR the five petitioners are the accused and respondent No.2 the complainant/ victim.

Respondent No. 2 is present in Court and is identified by the Investigating Officer. She states that she has settled the matter with the petitioners vide the MOU dated 28th November, 2017 copy whereof is annexed as Annexure P-2 to the present petition. In terms of the settlement divorce by mutual consent has been granted between the petitioner No.1 and respondent No.2. In lieu of all her claims of maintenance, istridhan, alimony, etc., respondent No.2 is to receive a sum of ₹5,00,000/- for herself and sum of ₹5,00,000/- for the child Taksh born from the wedlock. She further states that she has already received ₹7,50,000/- and the balance amount of ₹2,50,000/- has been received by her today in Court through demand draft No. '176491' drawn on State Bank of India dated 16th February, 2019. She states that she has now no claim whatsoever against the petitioners. She further states that from the wedlock of the petitioner No.1 and respondent No.2 a minor child namely Taksh was born on 15th October, 2012 who would remain in her care and custody and the petitioners would neither have the custody nor the visiting rights. She undertakes to abide by the terms of settlement arrived at between the parties and does not wish to pursue the above-noted FIR and the proceedings pursuant to.

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.

The Memorandum of Understanding between the parties annexed as Annexure- P2 to the present petition in clause (5) notes that the respondent No. 2 as well as the child will have no right or interest in the property of petitioner No. 1. Respondent No. 2 is competent to contract her rights but

is not competent to give up the rights of the child who would be at liberty to enforce his rights if he so desires once he becomes major. The embargo on the visitation right is also during the minority of the child who on attaining the majority would be at liberty to meet or live with whomsoever he wishes.

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. 57/2016 under Sections 498A/406/34 IPC registered at PS Kanjhawala, 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.

FEBRUARY 20, 2019

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W.P.(CRL) 3745/2018

page 3 of 3