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

+ CRL.M.C. 276/2019

ANIL KUMAR

..... Petitioner

Through: Mr. Diwakar Bhardwaj, Adv.

Versus

STATE (NCT OF DELHI)

..... Respondent

Through: Ms. Meenakshi Dahiya, APP for State
with SI Sudeep Kumar, PS:Bindapur.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

% **27.02.2020**

By this joint petition, the petitioner/husband and respondent No. 2/ wife seek quashing of FIR No.0049/2011 dated 04.03.2011 registered under section 498A IPC at PS: Bindapur, Delhi.

2. The petitioner and respondent No. 2 have since dissolved their marriage by mutual consent ; and a decree of dissolution of marriage dated 11.07.2016 has been passed by the Principal Judge, Family Courts, Dwarka, New Delhi.

3. As part of the terms of mutual consent, statements of the petitioner and respondent No.2 were recorded in court on 11.07.2016 whereby it was agreed that the custody of the male child Ankush born from the wedlock, would remain with respondent No. 2 ; and that the petitioner would not

claim custody of the child.

4. It was further recorded in the statements that the petitioner would pay, in the name of the son, a total amount of Rs.4,10,000/- ; of which a sum of Rs.2,10,000/- was paid at the time of the first motion of divorce and Rs.1,00,000/- was paid at the time of the second motion. The balance amount of Rs.1,00,000/- was to be paid at the time of quashing of the FIR i.e. today. The petitioner has handed-over to respondent No. 2 the sum of Rs.1,00,000/- by way of a Banker's Cheque bearing No.770223 dated 24.02.2020 drawn in favour of the son Ankush, the receipt of which is acknowledged by respondent No. 2. A copy of the Banker's Cheque has been handed-up in court and is taken on record.

5. With the payment of the Rs.1,00,000/- the parties agree that nothing further remains to be done in relation to the settlement, all aspects of which have been performed.

6. It transpires that there was also a prior decree dated 05.09.2013 made in proceedings under the Domestic Violence Act 2005, in which despite failure of Mediation, parties had settled the matter before the court ; and statements of both parties had been recorded on 26.08.2014, containing the same terms of settlement as above, which have since been acted upon.

7. Parties are represented and are identified by their respective counsel as also by the Investigating Officer. Parties state that they have no objection to the present petition being allowed, thereby quashing the FIR filed by respondent No. 2 against the petitioner.

8. Upon a conspectus, I am satisfied that there is no impediment in quashing FIR No.0049/2011 dated 04.03.2011 registered under sections

498A/406/34 IPC at PS: Bindapur. The FIR and all consequential proceedings are accordingly quashed. Bail bonds, if any, be cancelled and sureties be discharged.

9. Petition stands disposed of.

ANUP JAIRAM BHAMBHANI, J.

FEBRUARY 27, 2020/uj

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