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

+ **CRL.M.C. 6859/2023**

SEDU RAM & ANR.

..... Petitioner

Through: Mr.Kamlesh Sharma, Adv. with
petitioners in person.

versus

STATE & ANR.

..... Respondents

Through: Mr.Digam Singh Dagar, APP for the
State.
IO/SI Sunder, PS Nangloi
Respondent no.2 in person.

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Date of Decision: 21.09.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 25643/2023 (exemption)

Exemption is allowed subject to all just exceptions.

Application stands disposed of.

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1. Present petition has been filed seeking quashing of FIR No.45 dated 19.02.2011 registered under Section 498A/406/34 IPC at PS Nangloi.
2. The FIR was recorded on the statement of Manju alleging therein that her mother-in-law and father-in-law continuously made dowry

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demands and threw her out of her marital home for not fulfilling the same. Further they verbally and physically abused her and even threatened her for life.

3. After investigation, the charge sheet was filed. It has been submitted that the compromise between the parties was recorded while granting the bail by the learned District Judge and ASJ, Incharge (West) ARCT, Delhi on 22.05.2012, which is reproduced as under:

“The accused is husband of the complainant. The marriage took place on 30.11.2007. The accused is in custody since 16.5.2012. There is no issue out of the wedlock. Parties have compromised. The accused has agreed to pay and complainant has agreed to accept Rs. 70,000/- in full and final settlement of the dowry articles , maintenance and divorce for mutual consent. She has already received the admitted dowry articles. The amount will be payable in three installments. The first installment of Rs. 20,000/- will be paid within 2 weeks. Second installment of Rs. 25,000/- will be payable at the time of second motion for divorce by mutual consent and last installment of Rs. 25,000/- will be 'payable at the time of quashing of FIR. The complainant will cooperate in quashing of the FIR”

4. Parties submit that in fact the husband of respondent no.2 has already expired. The death certificate of husband of respondent no.2 is on record. Before that the parties had already taken divorce.
5. In terms of the settlement D.D. No.058507 dated 05.09.2023 (revalidatd) in the sum of Rs.25,000/- in the name of Manju Rani drawn on Bank of Baroda, Sri Madhopur Branch has been handed over to respondent no.2.
6. IO has identified the parties.
7. Respondent no.2, who is present in person, submits that she has entered



into the settlement voluntarily without any fear, force or coercion.

8. It has been repeatedly held by the Hon'ble Supreme Court and this court that when the chances of an ultimate conviction are bleak and, therefore, no useful purpose is likely to be served by allowing a criminal prosecution to continue, the court may exercise power under section 482 CrPC for quashing the proceedings or the complaint or the FIR as the case may be.
9. I consider that there would be no purpose of continuing with the proceedings and do not see any reason to reject the settlement.
10. Taking into the account the totality of facts and circumstances the present FIR No.45/2011 19.02.2011 registered under Section 498A/406/34 IPC at PS Nangloi, and all the other proceedings emanating therefrom are quashed
11. The present petitions stand disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 21, 2023

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