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

+ CRL.M.C. 323/2024 & CRL.M.A. 1258/2024 (Exemption)

R.B. MATHUR & ANR.

..... Petitioners

Through: Mohd. Anish and Mr. Raj Kumar,
Advocates alongwith petitioners in
person.

versus

STATE & ANR.

..... Respondents

Through: Mr. Sunil Kumar Gautam, APP for
the State.
ASI Sunita, PS Jagat Puri.
Mr. Gulshan A. and Mr. Pankaj
Tomar, Advocates for R-2 alongwith
R-2 in person.

CORAM:

HON'BLE MR. JUSTICE AMIT SHARMA

ORDER

02.02.2024

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1. The present petition filed under Section 482 of the Cr.P.C. seeks quashing of the FIR No. 128/2022, under Sections 354/509/34 of the IPC, registered at P.S. Jagat Puri and all other consequential proceedings emanating therefrom, including the chargesheet pending before the court of Ms. Shruti Sharma, learned Metropolitan Magistrate, Mahila Court (Shahdara), Karkardooma Courts, Delhi.
2. Learned counsel appearing on behalf of the petitioners submit that the latter are father-in-law and brother-in-law (*Nandoi*) of respondent no. 2 and the present FIR was registered after the demise of the husband of respondent no. 2. It is pointed out that the present FIR is essentially matrimonial in nature and during the pendency of the aforesaid proceedings, parties have entered into a settlement agreement dated 12.10.2023. The copy of the



aforesaid settlement deed dated 12.10.2023 is on record (Annexure P-3).

3. In pursuance of the settlement agreement arrived at between the parties, respondent no. 2 has no objection if the present FIR and the consequent proceedings pending against the present petitioners is quashed.

4. As per the said settlement deed, petitioners have agreed to pay an amount of Rs. 20,00,000/- to the respondent no.2. The agreed upon terms of the dispensation of the said settlement amount are as under:

“2. That it is agreed between the parties that the settlement amount shall be paid by the second party to the first party through two installments/parts i.e. Rs.12,00,000/- invest in the name of grand daughter namely Ananya Mathre and the remaining amount of Rs.8,00,000/- through cash/ cheque/DO to the first party / complainant.

3. That it is further agreed between the parties that out of the total above settled amount, an amount of Rs. 12,00,000/- shall be paid to the first party by way of FPR (Final Premium receipt)/LIC of Rs.4,00,000/- each in the name of grand daughter namely Ananya Mathur (D.O.B. 13.07.2020) and the nominee of the first party in respect of the above said three policies. It is submitted here that both the parties and also prosper shall never withdraw the above said policies i.e. (i) Policy No. 158717815. (ii) Policy No. 158717816 and also shall not taken any loan/surrender before the authority, not to assign any bank/persons/ institutions/company in respect of the above said policies before the majority of Ananya Mathur. It is submitted here that third policy /LIC bond No.158717813 it is only for used by the first party/mother for the well fare of the daughter namely Ananya Mathure as well as for the purpose of medical and education of the daughter only.

4. That it is agreed between the parties that the first party has already been received a sum of Rs.3,00,000/- from the second party at the time of vacate the property bearing NO.A-27, Ground Floor, East Baldev Park, Delhi-110051 from the above said settlement amount and the balance amount of Rs. 5,00,000/- shall be paid by the second party to the first party at the time of quashing the above said FIR before the Hon'ble High court of Delhi.”



5. In terms of the aforesaid settlement, Final Payment Receipts of the Insurance Policy in the name of the minor child have been placed on record. Further, as per the settlement, an amount of Rs. 3,00,000/- has already been paid to respondent no.2 and the remaining amount of Rs. 5,00,000/- has been paid to her in court today, by means of two demand drafts.

6. Petitioners and complainant/respondent no. 2 are present before the Court and have been duly identified by their respective counsel, as well as the Investigating Officer, ASI Sunita, PS Jagat Puri.

7. Demand drafts bearing no. 451365 and 451366 dated 09.11.2023 for Rs. 3,00,000/- and Rs. 2,00,000/-, respectively drawn on Central Bank of India, have been handed over to the complainant/respondent no.2, who acknowledges the receipt of the same.

8. The complainant/respondent no.2 states that the matter has been settled with the petitioners and she has no objection if the FIR is quashed. She further states that all the terms of the agreement have been complied with.

9. In view of the settlement between the parties, learned APP for the State also has no objection if the present FIR is quashed.

10. In *Gian Singh v. State of Punjab*, (2012) 10 SCC 303, the Hon'ble Supreme Court has recognized the need of amicable resolution of disputes by observing as under:-

“61. ... In other words, the High Court must consider whether it would be unfair or contrary to the interest of justice to continue with the criminal proceedings or continuation of criminal proceedings would tantamount to abuse of process of law despite settlement and compromise between the victim and the wrongdoer and whether to secure the ends of justice, it is appropriate that criminal case is put to an end and if the answer to the above question(s) is in the



affirmative, the High Court shall be well within its jurisdiction to quash the criminal proceeding.”

11. In view of the aforesaid circumstances, and the fact that the parties have put a quietus to the dispute, no useful purpose will be served in continuing with the present FIR No. 128/2022, under Sections 354/509/34 of the IPC, registered at P.S. Jagat Puri and all other consequential proceedings emanating therefrom, including the chargesheet pending before the court of Ms. Shruti Sharma, learned Metropolitan Magistrate, Mahila Court (Shahdara), Karkardooma Courts, Delhi.

12. In the interest of justice, the petition is allowed, and the FIR No. 128/2022, under Sections 354/509/34 of the IPC, registered at P.S. Jagat Puri and all other consequential proceedings emanating therefrom, including the chargesheet pending before the court of Ms. Shruti Sharma, learned Metropolitan Magistrate, Mahila Court (Shahdara), Karkardooma Courts, Delhi, is hereby quashed.

13. It is however directed that this order shall not come in the way of the minor child in claiming her rights of inheritance, maintenance, educational & marriage expenses, etc. against any of the parties.

14. Petition is allowed and disposed of accordingly.

15. Pending application(s), if any, also stand disposed of.

AMIT SHARMA, J

FEBRUARY 02, 2024/sn