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

+ **W.P.(CRL) 209/2024**

SHIVAM KUMAR VISHNOI & ORS. Petitioners

Through: Mr. Abhinav Garg, Adv. with
petitioners in person

versus

THE STATE NCT OF DELHI & ANR. & ORS. Respondents

Through: Mr. Sanjay Lao, SC for State with SI
Yogesh Kumar PS Kotla Mubarakpur,
Delhi
Mr. Puneet Srivastava, Adv. for R2
with R2 in person.

**CORAM:
HON'BLE MR. JUSTICE VIKAS MAHAJAN**

ORDER
22.01.2024

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CRL.M.A. 1935/2024 (exemption)

1. Allowed, subject to all just exceptions.
2. Application stands disposed of.

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3. The present petition has been filed under Article 226 of Constitution of India read with Section 482 CrPC seeking quashing of FIR No.44/2023 under Sections 498A/406/34 IPC registered at Police Station Kotla Mubarakpur and all consequential proceedings emanating therefrom on the ground that the parties have arrived at a settlement.
4. Issue notice. The learned APP for the State accepts notice. He submits



that since the FIR is an outcome of a matrimonial dispute and the parties have arrived at a settlement, the State has no objection in case the FIR in question is quashed.

5. The petitioner no.1 (former husband), the petitioners no. 2 – 6, who are close relatives of the petitioner no. 1, as well as, respondent no. 2 (former wife) are present in the Court and they have been identified by their respective counsel and by the Investigating Officer SI Yogesh Kumar PS Kotla Mubarakpur, Delhi.

6. The brief facts of the case are that the marriage between the petitioner no.1 and respondent no. 2 was solemnized on 04.03.2022 according to Hindu Rites and Customs. Out of the said wedlock, no child was born.

7. On account of temperamental issues certain disputes arose between the parties and they started living separately w.e.f. 11.03.2022. The dispute between the parties also led to the registration of present FIR.

8. During the pendency of the proceedings, the parties arrived at a settlement, terms whereof were reduced in writing in the form of memorandum of understanding dated 28.09.2023, which is annexed as Annexure A2 to the present petition.

9. In terms of the said settlement, the parties decided to dissolve their marriage by filing a petition for divorce by way of mutual consent. Accordingly, the petitioner no.1 and respondent no.2 have obtained a decree of divorce dated 31.10.2023, which is annexed as Annexure A-3 to the present petition.

10. It is a term of the settlement between the parties that the petitioner no.1 shall pay a total sum of Rs.11,00,000/-, which shall be paid in three equal instalments, to the respondent no.2 towards full and final settlement of



all her claims on account of *streedhan*, permanent alimony, dowry articles, maintenance (past, present and future) etc. The learned counsel for the petitioner submits that two instalments have already been paid by the petitioner no.1 to the respondent no.2 in the manner as mentioned in the settlement. The 3rd instalment of Rs. 366666/- has been paid to the respondent no.2 today in the court by the petitioner no.1 by way of Demand Draft bearing No.221013 dated 14.12.2023 issued by State Bank of India, Vikas Sadan, New Delhi.

11. The receipt of entire amount of Rs.11,00,000/- is acknowledged by the respondent no.2, who is present in court.

12. The respondent no.2, on a query put by the Court, states that she has no objection in case the FIR is quashed.

13. In view of the fact that the parties have arrived at a settlement, no useful purpose will be served in continuing the proceedings, rather the same would create further acrimony between them.

14. It is, thus, in the interest of justice that the present FIR and all the other proceedings emanating therefrom be quashed.

15. Consequently, the petition is allowed and the FIR No.44/2023 under Sections 498A/406/34 IPC registered at Police Station Kotla Mubarakpur alongwith all other proceedings emanating therefrom, is quashed.

16. The petition stands disposed of in the above terms.

17. Order be uploaded on the website of this court.

VIKAS MAHAJAN, J

JANUARY 22, 2024/N.S. ASWAL