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

+ **CRL.M.C. 4237/2024 & CRL.M.A. 16202/2024**

DEEPAK SHARMA & ORS.

.....Petitioners

Through: Mr. P. Sharma, Ms. Jyoti
Sharma and Mr. Ankit, Advocates
with petitioners in-person.

versus

STATE NCT OF DELHI AND ANR

.....Respondent

Through: Mr. Utkarsh, APP for the State with
Mr. Akshay Rathuar, Ms. Kanika Jain
and Mr. Sandeep Rana, Advocates
with SI Jagdish and SI Lalit Kumar,
P.S.: Bindapur.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

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10.07.2024

CRL.M.C. 4237/2024

By way of the present petition filed under section 482 of the Code of Criminal Procedure 1973 ('Cr.P.C.'), the petitioners, who are the former husband and his other family members, seek quashing of case FIR No. 0746/2017 dated 09.10.2017 registered under sections 498-A/34 of the Indian Penal Code, 1860 at P.S.: Binda Pur, Delhi.

2. The petition is premised on Memorandum of Understanding dated 07.12.2023 ('MoU') and Divorce Decree dated 19.02.2024, which is the culmination of petitions under sections 13B(1) and 13B(2) of the Hindu Marriage Act 1955, whereby the parties had sought dissolution of their marriage by mutual consent.



3. In the petition respondent No.2 has also confirmed that she has withdrawn another divorce petition that was filed by her prior to the parties filing for divorce by mutual consent.
4. The petition is supported by affidavits of all the petitioners as also of respondent No. 2, alongwith proofs of their I.D.s.
5. The petitioners as well as respondent No. 2 are present in court. Their credentials have been verified and they have also been identified by their respective counsel.
6. The parties have confirmed that no child was born from the wed-lock.
7. No appeal is stated to have been filed from the divorce decree.
8. The court has queried Ms. Pragya Vyas, respondent No. 2, who confirms that she has taken divorce by mutual consent; and that a MoU has been entered into between the parties; and that in full-and-final settlement of all her claims including towards maintenance (present, past and future), *stridhan*, dowry articles, jewellery, permanent alimony, etc., she was to receive a sum of Rs. 8,00,000/- from petitioner No. 1, out of which Rs. 5,00,000 /- was paid earlier and the remaining Rs. 3,00,000/- has been paid in court today, in compliance of the terms of the MoU. Respondent No. 2 confirms that all aspects of the settlement have now been performed.
9. Mr. Utkarsh, learned APP confirms that the State has no objection to the subject FIR being quashed.
10. In the circumstances, in line with the law laid down by the Supreme Court in ***Gian Singh vs. State of Punjab & Anr.*** reported as (2012) 10 SCC 303 as also in ***Narinder Singh & Ors. vs. State of Punjab & Anr.*** reported as (2014) 6 SCC 466, this court sees no reason why the



subject FIR and all proceedings emanating therefrom should not be quashed. This court is of the view that in light of the MoU between the contesting parties, continuing with the subject FIR and all subsequent proceedings would be an exercise in futility and would not be conducive to peace and harmony between the parties.

11. Accordingly, FIR No. 0746/2017 dated 09.10.2017 registered under sections 498-A/34 of the Indian Penal Code, 1860 at P.S.: Binda Pur, Delhi is quashed. All proceedings arising therefrom also stand closed.
12. Petition stands disposed-of.
13. Pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

JULY 10, 2024/ak