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

+ **W.P.(CRL) 1917/2024**

GAURAV & ORS.

..... Petitioners

Through: Mr. Narender Sharma, Advocate.

versus

THE STATE GOVT OF NCT OF DELHI AND ANR

..... Respondents

Through: Mr. Anand V. Khatri, ASC, Crl. for
State with S.I. Sunny Khatri, PS Vijay
Vihar, Delhi.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

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01.07.2024

CRL.M.A. 18673/2024 (Exemption)

1. Allowed, subject to all just exceptions.
2. The application is disposed of.

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3. The present Petition under Article 226 of the Constitution of India has been filed on behalf of the petitioners seeking to quash the FIR No. 258/2022 registered under Sections 498A/406/34 of the Indian Penal Code, 1860 at Police Station Vijay Vihar, Delhi.
4. Issue notice.
5. Mr. Anand V. Khatri, learned Additional Standing Counsel appearing on advance notice, accepts notice on behalf of the State.
6. Brief facts of the case are that the marriage was solemnized between



petitioner No. 1 and respondent No. 2 according to Hindu rites and ceremonies. It is stated that a child was born out of the said wedlock, who is now aged about 9 years. Since 2019, the parties started residing separately.

7. It is further submitted that on 12.03.2022, on the complaint of respondent No. 2, an FIR bearing No. 258/2022 under Sections 498A/406/34 of the Indian Penal Code, 1860 got registered at Police Station Vijay Vihar.

8. It is stated that the respondent No. 1 filed a Complaint bearing CT No. 5442/2022 under Section 12 of the Protection of Women from Domestic Violence Act, 2005 against the petitioners before the Rohini District Courts, wherein the petitioners and the respondent No. 2 were referred to Mediation Centre, Rohini District Courts, Delhi, where both the parties amicably settled all the disputes and differences before Mediation Centre, Rohini District Courts, Delhi *vide* Compromise Deed dated 09.10.2023, and it was *inter alia* settled between the parties that the respondent No. 2/wife and the petitioner No. 1/husband shall dissolve their marriage by decree of mutual consent. It is stated that petitioner No. 1/husband shall pay a sum of Rs. 1,60,000/- to the respondent No. 2/wife towards full and final amount of all the claims of the respondent No. 2/wife and child. It is also stated that the petitioner No. 1 has already paid Rs. 1,00,000 to respondent No. 2/wife in two instalments viz., Rs. 50,000/- was paid at the time of recording of statements in First Motion Petition under Section 13(b) of the Hindu Marriage Act, 1955 and another Rs. 50,000/- was paid at the time of recording of statements in Second Motion Petition under Section 13(b)(2) of the Hindu Marriage Act, 1955.

9. It is further stated that the remaining third instalment of Rs. 60,000/- shall be paid by the petitioner No. 1/husband at the time of quashing of FIR



No. 258/2022. It is also stated that the child shall remain in the custody of petitioner No. 1/husband and respondent No. 2/wife shall have no visitation rights.

10. It is also stated that on 05.03.2024, the marriage between petitioner No. 1 and respondent No. 2 had been dissolved as per Hindu law.

11. In view of the Compromise Deed dated 09.10.2023, the present petition has been filed.

12. The parties are present before this Court in-person today, and have been identified by their counsel and Investigating Officer concerned.

13. The third instalment of Rs. 60,000/- has been paid to the respondent No. 2/wife by the petitioner No. 1 today in the Court *via* online payment mode, and the same has been confirmed by the respondent No. 2/wife.

14. The parties have submitted that all the disputes have been amicably settled *vide* Compromise Deed dated 09.10.2023 and thus, no fruitful purpose will be served in continuing with the FIR.

15. The present petition has been signed by all the parties and is supported by their respective affidavits. The parties have reaffirmed the terms of the settlement arrived at *vide* Compromise Deed dated 09.10.2023 and they also submit that the said Compromise Deed has been arrived at between the parties without any pressure and coercion.

16. The respondent No. 2/wife submits that she has been livingly separately from the petitioner No. 1/husband for the last four years and she has got re-married.

17. It is also agreed by the parties that the petitioner No. 1 shall not refrain the child from meeting the respondent No. 2/wife in case, he wants to meet her in future.



18. Today, the complainant/respondent No. 2/wife, who is present in Court, states that she has received all amounts due to her and has no objection if the FIR is quashed.

19. In view of the above facts that the parties have amicably resolved their differences out of their own free will and without any coercion and also the fact that the present matter is a family matter, I am of the opinion that no useful purpose will be served in continuing with the proceedings, rather the same would create further acrimony between them. Hence, it would be in the interest of justice to quash the abovementioned FIR and the proceedings pursuant thereto.

20. Moreover, there is no legal impediment in quashing the FIR in question.

21. Accordingly, FIR bearing No. 258/2022 registered at Police Station Vijay Vihar, for offences punishable under Sections 498A/406/34 of the Indian Penal Code, 1860 and all consequential proceedings emanating therefrom are quashed.

22. The petition stands disposed of.

NEENA BANSAL KRISHNA, J

JULY 1, 2024

S.Sharma