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

+ **W.P.(CRL) 2013/2024**

KAPIL KUMAR & ORS.

.....Petitioners

Through: Mr. Vinay Kumar, Adv.(VC)

versus

THE STATE THROUGH SHO PS KARAWAL NAGAR & ANR.

.....Respondents

Through: Mr.Sanjay Lao, ASC with SI S. Khan,
PS Karawal Nagar.

Complainant/R-2 is present with
counsel

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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08.07.2024

CRL.M.A. 19548/2024 (exemption)

Exemption is allowed subject to all just exceptions.

W.P.(CRL) 2013/2024

1. The present petition has been filed under Article 226 of the Constitution of India read with Section 482Cr.PC seeking quashing of case FIR bearing No.355/2021 registered at PS karawal Nagar under Sections 498-A/406/ 34 IPC and 4 of Dowry Prohibition Act.
2. Issue notice.
3. Learned ASC has accepted the notice.
4. Now both the parties submit that petitioner No.1 and respondent No.2 have resolved their all disputes and differences and entered into an agreement vide MoU/Compromise Agreement dated 23.11.2023 with the following terms and conditions;



“7. Terms & Schedule of Settlement

After explaining the process of mediation, the parties have arrived at an amicable settlement on the terms and conditions as under:-

- i. It is stated by the parties that they have amicably resolved all their disputes/differences and they have agreed to live together under one roof in a matrimonial accommodation in Karawal Nagar from today itself i.e. 23.11.2023.*
- ii. It is also agreed between the parties that the husband shall maintain the wife including her food, medical expenses, clothing and other day to day financial requirements etc. (in a way all the necessities) of wife and the wife shall take care of all the household chores.*
- iii. It is further agreed between the parties that the husband shall pay a sum of Rs.3,000/- per month to the wife towards her pocket money and such amount shall be deposited by the husband in her bank account No. 40764567948 of State Bank of India, Gokul Puri, Delhi on or before 7th day of each English calender month.*
- iv. It is further agreed between the parties that they give due love, affection & respect to each other and shall Smt. Bala Devi (mother-in-law), Shri Sandeep (brother-in-law), Smt. Pooja (Sister-in-law/Jethani), Shri Monu (brother-in-law), Shri Sachin (brother-in-law), Pooja (sister-in-law /Nanand), Shri Sandeep (brother-in-law/Nandoi), Ms. Babby (sister-in-law), Mr. Sanjay (brother-in-law/ Nandoi), Smt. Rekha (sister-in-law/nanand) Shri Vinod ((brother-in-law/Nandoi), Smt. Naresh (Mossi) and Shri Sandeep (middle man/bicholia) and the wife has agreed to cooperate in quashing of FIR against all of them.*

8. Withdrawal

It is agreed between the parties that in terms of present settlement, the instant case shall be withdrawn by the petitioner on or before 07.03. 2024 before Ld. Referral Court.



It is further agreed between the parties that the wife shall withdraw her maintenance case bearing no. 69/2021 filed under section 125 Cr.P.C. for grant of maintenance, Complaint case bearing no. 441/2021 under section 12 of the Protection of Women from Domestic Violence Act, 2005 and case bearing no. 761/2023 filed under section 9 of the Hindu Marriage Act and Execution No. 290/2022 and Ex. No.233/23 on or before 07.03.2024 before concerned courts.

Further, it is submitted and agreed upon between the parties that they shall seek appropriate relief by way of quashing petition under section 482 Cr.P.C. on or before 10.01.2024.”

5. Perusal of the MoU/Compromise Agreement dated 17.06.2024, both the parties have resolved all their disputes and differences.
6. Both parties are present in court and have duly been identified by the Investigation Officer. I.O. further states that both parties are residing together happily and peacefully. Respondent No. 2 submits that she has entered the settlement voluntarily without any fear, force, or coercion. And since she has resolved all the disputes between the parties and are already residing together with Petitioner no. 1, she has no objection if FIR bearing No.355/2021 registered at PS karawal Nagar under Sections 498-A/406/ 34 IPC and 4 of Dowry Prohibition Act, and all the proceedings emanating therefrom are quashed.
7. Taking into account the totality of facts and circumstances of the case, this court considers that the parties have entered into an amicable settlement out of their own free will, without any fear, force, or coercion and they should be given an opportunity to lead their lives peacefully. No purpose will be served in continuing with the trial.
8. In view of the above, FIR bearing No.355/2021 registered at PS



karawal Nagar under Sections 498-A/406/ 34 IPC and 4 of Dowry Prohibition Act, and all the other proceedings emanating therefrom are quashed.

9. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

JULY 8, 2024

Pallavi