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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ **W.P.(CRL) 3146/2023**  
**MAHENDER SINGH YADAV & ORS.**

.....Petitioners  
Through: Mr. Kamaljeet Singh and Mr. Anil Kumar, Advocates with Intervenor/ husband Mr. Arvind Kumar in person.

versus  
**THE STATE, GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI & ANR.**

.....Respondents  
Through: Mr. Sanjeev Bhandari, Ld. ASC with SI Rashmi, P.S. Malviya Nagar.

**CORAM:**  
**HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA**

**ORDER**  
**07.08.2024**

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**CRL.M.A.21946/2024** *(under Section 482 Cr.P.C on behalf of Intervenor Shri Arvind Kumar to join as a party in the Petition)*

1. An application has been filed on behalf of the Intervenor Shri Arvind Kumar husband of respondent No.2 in the present quashing petition, since, the matter has been amicably settled between the parties.
2. In view of the submissions made and considering that he was a necessary party, he is joined as a party to the Petition.
3. The application is allowed and disposed of accordingly.

**W.P.(CRL) 3146/2023**

4. A Writ Petition under Article 226 of Constitution of India read with Section 482 Cr.P.C has been filed on behalf of the petitioners for quashing



of FIR No.662/2022 registered under Sections 498A/406/34 IPC at Police Station Malviya Nagar.

5. Brief facts of the case are that the marriage was solemnized between intervenor and respondent No. 2 on 08.02.2010 according to Hindu rites and ceremonies. It is stated that a girl child was born out of the said wedlock in February, 2015.

6. It is further submitted that on 28.12.2021, on the complaint of respondent No. 2, an FIR bearing No. 662/2022 under Sections 498A/406/34 of the Indian Penal Code, 1860 got registered at Police Station Malviya Nagar.

7. It is stated that the matter was referred to Mediation Centre, Saket Court, New Delhi, where both the parties amicably settled all the disputes and differences before Mediation Centre, Saket District Courts, Delhi *vide* Compromise Deed dated 22.02.2024, and it was *inter alia* settled between the parties that the respondent No. 2/wife and the Intervenor/husband shall dissolve their marriage by decree of mutual consent. It is stated that intervenor/husband shall pay a sum of Rs. 13,50,000/- 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 intervenor has already paid Rs. 10,00,000 to respondent No. 2/wife in two instalments viz., Rs. 5,00,000/- 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. 5,00,000/- was paid at the time of recording of statements in Second Motion Petition under Section 13(b)(2) of the Hindu Marriage Act, 1955.

8. It is further stated that the remaining third instalment of Rs. 3,50,000/- shall be paid by the intervenor/husband at the time of quashing of FIR No.



662/2022. It is also stated that the child shall remain in the custody of respondent No. 2/wife and that the intervenor shall have no visitation rights.

9. It is also stated that on 26.04.2024, the marriage between intervenor and respondent No. 2 had been dissolved as per Hindu law.

10. In view of the Compromise Deed dated 22.02.2024, the present petition has been filed.

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

12. The third instalment of Rs. 3,50,000/- has been paid to the respondent No. 2/wife by the intervenor today in the Court *via* Demand Draft No.085416 dated 06.08.2024 drawn on Bank of Baroda, Durgapuri, Delhi and the same has been received by the respondent No. 2/wife.

13. The parties have submitted that all the disputes have been amicably settled *vide* Compromise Deed dated 22.02.2024 and thus, no fruitful purpose will be served in continuing with the FIR.

14. 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 22.02.2024 and they also submit that the said Compromise Deed has been arrived at between the parties without any pressure and coercion.

15. 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.

16. 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.

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

18. Accordingly, FIR bearing No. 662/2022 registered at Police Station Malviya Nagar, for offences punishable under Sections 498A/406/34 of the Indian Penal Code, 1860 and all consequential proceedings emanating therefrom are quashed against all the petitioners named therein.

19. The petition stands disposed of.

**NEENA BANSAL KRISHNA, J**

**AUGUST 7, 2024/va**