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

+ **CRL.M.C. 5905/2024**

MANISH GROVER & ORS.

.....Petitioners

Through: Ms. Rosemary Raju, Advocate with
petitioners in person.

versus

STATE NCT OF DELHI AND ANR

.....Respondents

Through: Mr. Hemant Mehla, APP for State.
Mr. Vikrant Kumar, Advocate for R-2
with R-2 in person.
S.I. Bijender Singh, PS Patel Nagar,
Delhi.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

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01.08.2024

CRL.M.A. 22587/2024 (Exemption)

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

CRL.M.C. 5905/2024

3. The present Petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 has been filed on behalf of the petitioners seeking to quash the FIR No. 004/2019 registered under Sections 498A/406/34 of the Indian Penal Code, 1860 (*hereinafter referred to as "IPC, 1860"*) at Police Station Patel Nagar, Delhi.
4. Issue notice.
5. Mr. Hemant Mehla, learned Additional Public Prosecutor appearing on advance notice, accepts notice on behalf of the State.



6. Mr. Vikrant Kumar, learned counsel appearing on advance notice, accepts notice on behalf of the respondent No. 2.

7. Brief facts of the case are that the marriage was solemnized between petitioner No. 1 and respondent No. 2 on 29.04.2005 according to Hindu rites and ceremonies and two girls were born from the said wedlock.

8. It is submitted that due to marital discord, the parties stopped cohabiting together and have been living separately from each other since 06.06.2013.

9. It is further submitted that in the year 2019, on the complaint of respondent No. 2, an FIR bearing No. 004/2019 under Sections 498A/406/34 of the IPC, 1860 got registered at Police Station Patel Nagar, Delhi and also the Chargesheet dated 09.10.2020 has been filed in CR Case No. 3090/2020, which is pending before the learned Metropolitan Magistrate (Mahila Court), Tis Hazari, Court Delhi.

10. It is submitted that during the pendency of the litigations, the parties have amicably settled all the disputes and differences between them *vide* Memorandum of Settlement dated 24.02.2024 which *inter alia* states that: -

- (i) That the respondent No. 2/wife and the petitioner No. 1/husband shall dissolve their marriage by decree of mutual consent under Sections 13(B)(1) and 13(B)(2) of Hindu Marriage Act, 1955,
- (ii) That the petitioner shall pay a sum of Rs. 2,30,00,000/- to the respondent No. 2/wife towards full and final settlement of all her claims and two daughters,
- (iii) That the parties pursuant to the payment of the settlement amount to the respondent No. 2/wife, all the claims of the respondent



No. 2 as well as two daughters shall stand extinguished and the respondent No. 2/wife shall not claim maintenance, alimony, inheritance, marriage expenses, educational expenses or any other expenses under any enactment and shall not claim any amount in future from the petitioner No. 1 and his relatives, and the respondent No. 2 shall bear the marriage expenses of the two daughters,

(iv) That the first instalment of Rs. 10,00,000/- has already been paid by the petitioner No. 1 to the respondent No. 2/wife *vide* Demand Draft No. 508045 dated 25.01.2024, drawn on ICICI Bank, made in favour of the respondent No. 2/wife on signing of the Settlement Agreement,

(v) That the second instalment of Rs. 35,00,000/- shall be paid by the petitioner No. 1 to the respondent No. 2/wife at the time of recording of Statement of First Motion Petition under Section 13(B)(1) of Hindu Marriage Act, 1955,

(vi) That the third instalments of Rs. 55,00,000/- shall be paid by the petitioner No. 1 to the respondent No. 2/wife at the time of withdrawal of Domestic Violence Complaint bearing CT. CASE No. 27826/2016 by the respondent No. 2/wife,

(vii) That the fourth instalment of Rs. 70,00,000/- shall be paid by the petitioner No. 1 to the respondent No. 2/wife at the time of recording of Statement of Second Motion Petition under Section 13(B)(2) of Hindu Marriage Act, 1955,

(viii) That the fifth instalment of Rs. 60,00,000/- shall be paid by the petitioner No. 1 to the respondent No. 2/wife at the time of quashing of FIR,



- (ix) That the petitioner No. 1 shall hand over a Purple Kundan Set, including necklace and two dangling earrings with ear chains and one gold bracelet at the time of quashing of FIR,
- (x) That the respondent No. 2 shall give her statement of 'No Objection' for quashing of FIR before this Court,
- (xi) That the parties shall withdraw all the pending cases against filed against each other,
- (xii) That the respondent No. 2 is already in possession of her entire Stridhan and jewellery articles and all the claims of her towards Stridhan, jewellery, gifts shall stand extinguished,
- (xiii) That the respondent No. 2 shall be the sole custodian and guardian of two daughters till they attain the age of majority and their day-to-day care shall taken care by her and the petitioner No. 1 shall have open and free access to the children, including the visitation with the consent of children,
- (xiv) That if the respondent No. 2/wife backs out from the settlement, the amount so taken by her shall be returned to the petitioner No. 1 with an interest @ 12% within 30 days.

11. It is also stated that the marriage between the petitioner No. 1 and the respondent No. 2/wife has been dissolved *vide* Decree of Divorce dated 06.06.2024.

12. In view of the Memorandum of Settlement dated 24.02.2024, the present petition has been filed.

13. The petitioners and the respondent No. 2/wife are present before this Court in-person today, and they have been identified by their counsel and Investigating Officer concerned.



14. It is further submitted that Rs. 1,70,00,000/- has already been paid to the respondent No. 2 by the petitioner No. 1 viz, the aforesaid four instalments.

15. The fifth instalment of Rs. 60,00,000/- has been paid by the petitioner No. 1 to the respondent No. 2 *vide* Demand Draft No. 572408, dated 31.07.2024, made in favour of respondent No. 2/Vasvi Grover, drawn on Kotak Mahindra Bank, Dwarka Sector 23 Branch, Delhi. Thus, the petitioner has paid all the amounts to the respondent No. 2 towards the full and final settlement, and the same has been acknowledged by the respondent No. 2 who is present in the Court.

16. Also, a Purple Kundan Set, including necklace and two dangling earrings with ear chains and one gold bracelet have been handed over to the respondent No. 2 by the petitioner No. 1 in the Court today, and the same has been received by the respondent No. 2/wife.

17. It is further agreed between the petitioner No. 1 and the respondent No. 2 that the Joint Account bearing No. 00000030350622622 maintained in State Bank of India, Paschim Vihar Branch, Delhi in the name of petitioner No. 1 and the respondent No. 2 shall be jointly closed by the parties or the respondent No. 2 shall give a 'No Objection' in favour of the petitioner No. 1 within ten days and the amount so lying in the said account shall be divided equally between the petitioner No. 1 and the respondent No. 2.

18. The parties have submitted that all the disputes have been amicably settled *vide* Memorandum of Settlement dated 24.02.2024 and thus, no fruitful purpose will be served in continuing with the FIR.

19. The present petition has been signed by the petitioners and is supported by their affidavits. The parties have reaffirmed the terms of the



settlement and they also submit that the said settlement has been arrived at between the parties without any pressure and coercion.

20. 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.

21. 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, 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.

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

23. Accordingly, FIR bearing No. 004/2019 registered at Police Station Patel Nagar, Delhi, for offences punishable under Sections 498A/406/34 of IPC, 1860 and all consequential proceedings, including the Chargesheet, emanating therefrom are quashed.

24. The petition stands disposed of.

NEENA BANSAL KRISHNA, J

AUGUST 1, 2024

S.Sharma