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

+ **W.P.(CRL) 3397/2023**

NAVEEN DUTT SHARMA & ANR.

.....Petitioners

Through: Counsel for petitioners (appearance
not given).

versus

STATE NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Rahul Tyagi, ASC (Crl.) with Mr.
Dhiraj Basoya, Mr. Rohtas Basoya,
Mr. Deepanshu, Mr. Jhantab Hussain,
Mr. Ankush Kishore, Mr. Satyam
Maurya and Mr. Abhishek Tomar,
Advocates with W/SI Ritu, P.S.
Nangloi and WSI Usha (Law Cell)
and SI Lalit Kumar, PS Bindapur.
Respondent No. 2 in person.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

05.08.2024

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1. The Writ Petition under Article 226 read with Section 482 of the Code of Criminal Procedure (*hereinafter referred to as 'Cr.PC, 1973'*) has been filed on behalf of the petitioners, for quashing of FIR No. 137/2019 for the offence under Section 498A/406/34 of the Indian Penal Code (*hereinafter referred to as 'IPC, 1860'*), registered at Police Station Bindapur.
2. Issue notice.
3. Mr. Rahul Tyagi, learned Additional Standing Counsel (Criminal) accepts notice on behalf of the State.



4. Brief facts of the case are that the marriage was solemnized between the petitioner No. 1 and the respondent No. 2, on 24.01.2011 and female child namely, Siddhi Sharma, was born out of the said wedlock.

5. It is further submitted that on the complaint of the respondent No. 2, an FIR No. 137/2019 for the offence under Section 498A/406/34 of the IPC, has been registered at Police Station Bindapur, as temperamental differences arose between the parties, on petty issues.

6. It is stated that the petitioner No. 1 and the respondent No. 2 have amicably settled all the disputes and differences between them and arrived at Settlement *vide* Settlement dated 27.03.2023, with the intervention of the family members and friends, before the Court of learned Metropolitan Magistrate, Mahila Court-03, Dwarka Court, wherein it was *inter alia* settled between the parties that the petitioner No. 1 shall pay Rs.12,00,000/- towards full and final settlement of all the claims of the respondent No. 2/wife, by way of Demand Draft/FDR. It is further stated that the petitioner No. 1 will be paid first instalment of Rs.3,00,000/-, at the time of settlement. It is further stated that the petitioner No. 1 will be paid second instalment of Rs.3,00,000/-, by way of Demand Draft and the remaining amount of Rs.6,00,000/- shall be paid at the time of recording of the statement in second motion Petition. It is further stated that the custody of child, namely Siddhi Sharma, shall be with the respondent No. 2.

7. It is stated that the petitioner No. 1 has already paid the first instalment of Rs.3,00,000/- to the respondent No. 2, at the time of Settlement. The second instalment of Rs.3,00,000/- has been paid by the petitioner No. 1 to the respondent No. 2, by way of Demand Draft bearing No. 043219 dated 10.04.2023, drawn on Axis Bank and the balance amount



of Rs.6,00,000/- has been paid by the petitioner No. 1 to the respondent No. 2/wife at the time of recording statement in second motion Petition. It is further stated that the permanent custody of the child shall remain with the petitioner and all claims including stridhan, permanent alimony, maintenance (past, present and future) and gifts given at the time of marriage, stand amicably settled.

8. The parties have submitted that all the disputes have been amicably settled *vide* Settlement dated 27.03.2023 and thus, no fruitful purpose will be served in continuing with the FIR.

9. The present Petition has been signed by all the petitioners and is supported by their respective affidavits. The parties have reaffirmed the terms of the Settlement arrived at *vide* Settlement dated 27.03.2023 and they also submit that the said Settlement dated 27.03.2023, has been arrived at between the parties, without any pressure and coercion. In view of the Settlement dated 27.03.2023, the present Petition has been filed.

10. All the parties endorse the present Settlement and state that they shall remain bound by the terms of the Settlement dated 27.03.2023.

11. Today, the complainant/respondent No. 2 and the petitioners, who are present in the Court, state that she has received all amounts due to her and has no objection if the FIR is quashed. The parties, who are present in the Court, undertake to remain bound by the terms of the Settlement.

12. 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.

13. Accordingly, FIR No. 137/2019 for the offence under Section 498A/406/34 of the IPC, registered at Police Station Bindapur and all consequential proceedings emanating therefrom are quashed. However, the Settlement is without prejudice to the rights and entitlement of the child.

14. The Petition stands disposed of.

NEENA BANSAL KRISHNA, J

AUGUST 5, 2024/RS