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

+ **W.P.(CRL) 3495/2023**

**SH ARUN KUMAR NIRMAN & ORS. .... Petitioners**

Through: Mr. Satya Prakash with Mr. Sanjay Sonkar, Mr. Arun Kumar Nirman, Mr. Chunni Lal Nirman, Mr. Shashi Bala, Mr. Amit Singh & Mr. Rajni Kumari, Advocates.

versus

**THE STATE OF NCT OF DELHI & ANR. .... Respondents**

Through: Mr. Sanjay Lao, Standing Counsel with SI Sonu Kumar, P.S. Shahdara.

**CORAM:  
HON'BLE MS. JUSTICE SWARANA KANTA SHARMA**

**ORDER**

% **15.02.2024**

**CRL.M.A. 32462/2023 (exemption)**

1. Allowed, subject to all just exceptions.
2. Application stands disposed of.

**W.P.(CRL) 3495/2023**

3. The instant petition under Article 226 of the Constitution of India read with Section 482 of the Code of Criminal Procedure, 1973 has been filed by the petitioners praying for quashing of FIR bearing No.150/2022 registered at Police Station Shahdara, Delhi for offences punishable under Sections 498A/406/34 of the Indian Penal Code, 1860.



4. Issue Notice. Mr. Sanja Lao, learned Standing Counsel accepts notice on behalf of the State.
5. All the petitioners are present before this Court and have been identified by their counsel Mr. Satya Prakash and Investigating Officer (IO) SI Sonu Kumar from Police Station Shahdara.
6. On the query made by this Court, respondent no.2 who has been identified by the IO, has categorically stated that she has entered into compromise out of her own free will and without any pressure, coercion or threat. It is also stated by respondent No.2 that the entire dispute has been amicably settled between the parties vide Memorandum of Understanding Deed dated 25.04.2023 entered into between them.
7. It is submitted that respondent no.2 has settled all her claims in respect of her dowry articles, stridhan, marriage expenses, jewellery, gift items and claims of past, present and future maintenance and permanent alimony with petitioner No.1 and other family members.
8. The petitioner no. 1 had paid a sum of Rs.9,00,000/- in five installments in the following manner:
  - a. First installment of Rs.2 Lakhs paid to respondent no. 2 at the time of execution of Memorandum of Understanding.
  - b. Second installment of Rs.2 Lakhs paid to respondent no. 2 at the time of first motion by mutual consent.
  - c. Third installment of Rs.3 lakhs paid to respondent no. 2 at the time of recording of statement in the second motion.
  - d. Fourth installment of Rs.2 lakhs paid to respondent no. 2 on 07.11.2023 by way of transfer through RTGS in A/c No.1795101052212 of Canara Bank, Branch Rohtas Nagar, Shahdara,



Delhi.

9. The affidavit has also been filed by the complainant. The complainant is present in court today and states that the custody as per Memorandum of Understanding was handed over to petitioner no.1, who is father of the child born from the wedlock. It is stated that the custody of the child is with father and respondent no.2 states that she will neither seek custody nor visitation rights of the child in future.

10. In view of the above fact that the parties have amicably resolved their differences of their own free will, and without any coercion, no useful purpose will be served by continuing the proceedings, rather the same would create further acrimony between them. It would thus be in interest of justice to quash the abovementioned FIR and the proceedings pursuant thereto. There is no legal impediment in quashing the FIR in question.

11. Accordingly, FIR bearing No.150/2022 registered at Police Station Shahdara, Delhi for offences punishable under Sections 498A/406/34 of the IPC and all consequential proceedings emanating therefrom are quashed.

12. The petition stands disposed of.

13. The order be uploaded on the website forthwith.

**SWARANA KANTA SHARMA, J**

**FEBRUARY 15, 2024/hs**

*Click here to check corrigendum, if any*