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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 8707/2023**

SUNIL GAUR AND ORS

..... Petitioners

Through: Mr. Pradeep Tiwari, Advocate with
petitioners in person.

versus

THE STATE NCT OF DELHI AND ANR

..... Respondents

Through: Mr. Nawal Kishore Jha, APP for State
with SI Vijay Kumar, P.S. Jaipur and
ASI Jitender, P.S. Hauz Khas.
Ms. Poonam Singh, Mr. Umang
Sharma and Mr. Bhisham Singh,
Advocates for respondent No.2
alongwith respondent No.2 in person
through V.C.

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER

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01.02.2024

1. The present petition has been filed under Section 482 Cr.P.C. on behalf of the petitioners seeking quashing of FIR No. 257/2017 registered under Sections 498-A/406/34 IPC at P.S. Jait Pur, Delhi on the ground that the parties have amicably settled their disputes.
2. The present FIR is an outcome of a matrimonial dispute between the complainant/respondent No. 2 (wife) and petitioner No. 1 (husband) and petitioner Nos. 2 and 3 who are parents-in-law of the complainant.
3. Mr. Jha, learned APP for the State submits that in the present case petitioners are the only accused persons and respondent No. 2 is the complainant/victim.



4. It is submitted that marriage between the parties has already been dissolved by an ex-parte decree of divorce in favour of respondent No.2 which has not been challenged by the petitioner No.1. It is further submitted that parties have settled their disputes vide Memorandum of Understanding dated 17.04.2023. In terms of the settlement, it is agreed between the parties that petitioner No.1 shall pay a sum of Rs.20,00,000/- as full and final settlement to respondent No. 2 towards all her claims qua maintenance, stridhan, alimony, etc. It is further submitted that out of the total settled amount, a sum of Rs.10,00,000/- has already been paid and remaining balance amount of Rs.10,00,000/- is being paid today to the respondent No.2 through a demand draft bearing No. 172289 dated 29.11.2023 drawn on Canara Bank, Delhi Chhawla.

5. Learned counsel for the petitioners next submits that though in Clause 5 of the MOU, executed between the parties, it has been stated that their minor child shall not claim any right in the moveable or immoveable properties of petitioner No.1 however, the said clause would not be acted upon to the said extent. In fact, petitioner No.1 has filed an affidavit vide diary No. 243376/2024 in terms of the decision of the Supreme Court in Ganesh v. Sudhirkumar Shrivastava and Others **2019 SCC OnLine SC 1107** thereby stating that the terms of the MOU executed between the parties shall not bind the rights of their minor child. Petitioner No.1, who is present in Court, also reiterates the same and in acknowledgement of the said statement has signed this order sheet. The statement made by petitioner is accepted and taken on record.

6. Petitioners and respondent No.2, who are present in Court, have been identified by their respective counsel as well as by I.O./SI Vijay Kumar, P.S.



Jait Pur.

7. Respondent No. 2 states that she has settled her disputes with petitioner No.1 of her own free will, volition and without any coercion. She also acknowledges the receipt of entire settled amount and submits that she has no objection in case the FIR is quashed against the petitioners subject to encashment of the demand draft of Rs.10,00,000/- handed over to her today.

8. Learned counsel for the petitioners submits that no other proceedings are pending between the parties.

9. The parties shall remain bound by the statements and undertaking made in Court today.

10. In view of the above facts and since no useful purpose will be served in continuance of the present criminal proceedings, it is directed that the aforesaid FIR and the consequent proceedings arising therefrom are hereby quashed, subject to encashment of aforesaid demand draft of Rs.10 lacs.

11. With the above directions, the petition is disposed of.

MANOJ KUMAR OHRI, J

FEBRUARY 1, 2024

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