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

+ **CRL.M.C. 6172/2024**

SAEED & ORS.

.....Petitioners

Through: Ms. Kavita Vinayak, Mr. Samar Kachwaha and Ms. Shivangi Nanda, Advocates.

versus

THE STATE NCT OF DELHI AND ANR

.....Respondents

Through: Mr. Shoaib Haider, APP for the State with ASI R. Singh, P.S. Sangam Vihar.
Mr. Brahmanand Gupta, Advocate for R-2.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

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09.08.2024

CRL.M.A. 23586/2024 (exemption)

Exemption granted, subject to just exceptions.

Let requisite compliances be made within 01 week.

The application stands disposed-of.

CRL.M.C. 6172/2024

By way of the present petition filed under section 528 of the Bharatiya Nagarik Suraksha Sanhita 2023 ('BNSS'), the petitioners, who are the former husband and in-laws of the complainant/respondent No. 2, seek quashing of case FIR No. 119/2022 dated 09.02.2022 registered under sections 498A/406/354/34 of the Indian Penal Code, 1860 at P.S.: Sangam Vihar, Delhi.



2. The petition is premised on Settlement Agreement dated 07.02.2024 arrived at through mediation before the Mediation Centre, Saket Courts, New Delhi; and Divorce Decree dated 06.07.2024, which is the culmination of petitions under sections 13B(1) and 13B(2) of the Hindu Marriage Act 1955, whereby the parties had sought dissolution of their marriage by mutual consent.
3. The petition is also supported by affidavits of the petitioners, as also of respondent No. 2, alongwith proofs of their I.D.s.
4. The petitioners as well as respondent No. 2 are present in court. Their credentials have been verified and they have also been identified by their respective counsel.
5. The parties have confirmed that no child was born from the wed-lock.
6. No appeal is stated to have been filed from the divorce decree.
7. The court has queried respondent No. 2, who confirms that she has taken divorce by mutual consent; and that a Settlement Agreement dated 07.02.2024 has been entered into between the parties; and that in full-and-final settlement of all her claims including towards maintenance (past, present and future), *mehr*, dowry articles, jewellery, permanent alimony, etc., she was to receive a sum of Rs. 1,75,000/- from petitioner No. 1. However, petitioner No.1 submits that he is unable to pay the aforesaid amount to respondent No.2 in compliance of the terms of the settlement agreement; and in response, respondent No.2 states that since petitioner No.1 does not have the wherewithal to pay the settlement amount, she has forgone the said amount and she does not wish to claim any amount from petitioner No.1 in the future as well.



8. Mr. Shoaib Haider, learned APP confirms that the State has no objection to the subject FIR being quashed.
9. In the circumstances, in line with the law laid down by the Supreme Court in *Gian Singh vs. State of Punjab & Anr.* reported as (2012) 10 SCC 303 as also in *Narinder Singh & Ors. vs. State of Punjab & Anr.* reported as (2014) 6 SCC 466, this court sees no reason why the subject FIR and all proceedings emanating therefrom should not be quashed. This court is of the view that in light of the settlement between the contesting parties, continuing with the subject FIR and all subsequent proceedings would be an exercise in futility and would not be conducive to peace and harmony between the parties.
10. Accordingly, FIR No. 119/2022 dated 09.02.2012 registered under sections 498-A/406/354/34 of the Indian Penal Code, 1860 at P.S.: Sangam Vihar, District South, Delhi is quashed. All proceedings arising therefrom also stand closed.
11. Petition stands disposed-of.
12. Pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

AUGUST 9, 2024

V.Rawat