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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 6403/2024**
VIVEK KOHLI & ANR.

.....Petitioner

Through: Ms. Rosemary Raju, Advocate
versus

STATE NCT OF DELHI AND ANR

.....Respondents

Through: Mr. Satinder Singh Bawa, Ld. APP
for the State with SI Chanchal P.S.
C.R. Park.
Ms. Somyashree along with R-2 in
person.

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

20.08.2024

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CRL.M.A. 24478/2024 (Seeking Exemption)

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

CRL.M.C. 6403/2024

3. A Petition under Section 528 of BNSS, 2023 has been filed on behalf of the petitioners seeking quashing of FIR No.139/2018 under Section 498A IPC registered at Police Station C.R. Park.
4. Issue notice.
5. Mr. Satinder Singh Bawa, learned APP appearing on advance notice, accepts notice on behalf of the State.
6. Brief facts of the case are that the marriage between petitioner No. 1 and respondent No. 2 was solemnized on 14.08.2014 under Special Marriage Act. It is stated that a child namely Ms. Vivanshi Kohli was born out of the



said wedlock, on 10.11.2016. Due to marital discord, the parties started residing separately since 23.10.2017.

7. It is further submitted that the parties filed various cases against each other. Upon the complaint of respondent, FIR No.139/2018 under Section 498A IPC was registered at Police Station C.R. Park and thereafter a Chargesheet was filed in the Court.

8. It is stated that with the intervention of learned Judge, Family Court, the parties amicably resolved their difference and claims and agreed for dissolution of marriage between them on the terms and conditions contained in Settlement Agreement dated 24.05.2024. It was *inter alia* settled between the parties that the respondent No. 2/wife and the petitioner No. 1/husband shall dissolve their marriage by mutual consent under Section 28(1) and 28(2) of the Special Marriage Act. It is agreed that petitioner No. 1/husband shall pay a sum of Rs. 75,00,000/- to the respondent No. 2/wife along with gold jewellery worth Rs.6.38 lakhs. It is also stated that the petitioner No. 1 has already paid Rs. 15,00,000 to respondent No. 2/wife at the time of recording of statements in First Motion Petition of the Special Marriage Act, and another Rs.20,00,000/- was paid at the time of recording of statements in Second Motion Petition of the Special Marriage Act. It was agreed that petitioner No.1/husband shall pay a sum of Rs.25,00,000/- to respondent No.2 at the time of quashing of FIR No.139/2018. Out of Rs.25,00,000/-, Rs.15,00,000/- shall be paid by way of DD in the name of respondent No.2/wife and Rs.10,00,000/- shall be paid by way of FDR in the name of minor daughter under the guardianship of respondent No.2/wife. The respondent No.2/wife undertakes that the FDR of Rs.10,00,000/- in the name of minor daughter shall be liquidated when the minor daughter attains



majority. Further, a sum of Rs.15,00,000/- shall be paid by petitioner No.1/husband to respondent no.2/wife through RTGS/NEFT as per schedule given in paragraph 2(iv) of the Settlement Agreement dated 24.05.2024.

9. It is further stated that respondent no.2/wife shall have sole and exclusive custody of the minor daughter. However, petitioner No.1/husband shall have access/visitation rights qua the minor daughter as per her comfort and convenience.

10. It is also stated that on 05.07.2024, the marriage between petitioner No. 1 and respondent No. 2 had been dissolved.

11. In view of the Settlement Agreement dated 24.05.2024, the present petition has been filed.

12. The petitioner No.1/husband present before this Court in-person and respondent No.2/wife appeared through video conferencing, and have been identified by their counsel and Investigating Officer concerned.

13. The sum of Rs. 15,00,000/- has been paid to the counsel for respondent No. 2/wife by the petitioner No. 1 today in the Court *via* Demand Draft No.507281 dated 16.07.2024 drawn on ICICI Bank, Uttam Nagar, New Delhi. A sum of Rs.10,00,000/- has been put in FDR by petitioner No.1 in the name of the minor daughter.

14. The parties have submitted that all the disputes have been amicably settled *vide* Compromise Deed dated 24.05.2024 and thus, no fruitful purpose will be served in continuing with the FIR.

15. The present petition has been signed by all the parties and is supported by their respective affidavits. The parties have reaffirmed the terms of the settlement arrived at *vide* Settlement Agreement dated 24.05.2024. The parties submit that the said Settlement has been arrived at



between them without any pressure and coercion and that they shall remain bound by the terms and conditions of the Settlement Agreement dated 24.05.2024, detailed therein.

16. It is also agreed by the parties that the respondent No.2 shall not refrain the child from meeting petitioner No.1/husband in case, he wants to meet her in future, as per the agreed terms of Settlement dated 24.05.2024.

17. Today, the complainant/respondent No. 2/wife, who is present in Court through Video Conferencing, states that she has no objection if the FIR is quashed.

18. 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, I am of the opinion that 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.

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

20. Accordingly, FIR bearing No. 139/2018 registered at Police Station C.R. Park, for offences punishable under Sections 498A of the Indian Penal Code, 1860 and all consequential proceedings emanating therefrom are quashed.

21. The petition stands disposed of.

NEENA BANSAL KRISHNA, J

AUGUST 20, 2024/va