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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 6980/2024**
SUJIT KAUL & ANR.

.....Petitioner
Through: Mr. Sumit Kumar, Mr. Nagmani
Kumar, Mr. Sunil Kumar, Mr. Vivek
Pal and Ms. Vinisha Jethwani,
Advocates along with petitioners in
person.

versus

THE STATE NCT OF DELHI AND ANR

.....Respondent
Through: Mr. Satinder Singh Bawa, Ld. APP
for State with SI Sanjeev Singh, P.S.
Gazipur.
Mr. Sudhir Kumar Sharma, Advocate
for R-2.

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

04.09.2024

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CRL.M.A. 26653/2024 (Seeking Exemption)

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

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3. A Petition under Section 482 Cr.P.C has been filed on behalf of the petitioners for quashing of FIR No.0493/2022 dated 24.08.2022 under Sections 498A/406/34 IPC registered at police Station Ghazipur.



4. Brief facts of the case are that the marriage between petitioner No. 1 and respondent No. 2 was solemnized on 29.11.2012 according to Hindu rites and ceremonies. It is stated that a male child was born out of the said wedlock on 19.02.2014, who is now aged about 10 years. Due to temperamental differences, the petitioner No.1 and respondent No.2 started living separately from each other since 29.01.2022.

5. It is further submitted that respondent No.2 filed a Domestic Violence Case against the petitioner No.1, and it has been withdrawn by her on 16.05.2024. The respondent No.2 lodged an FIR bearing No.0493/2022 dated 14.08.2022 under Section 498A/406/34 IPC against the petitioners at police Station Shazipur and the charge sheet was filed in the case.

6. It is stated that during the pendency of the litigations, both the parties approached “Reshiver”, Kashmiri Pundit Sangathan for settlement of all the matrimonial as well as criminal disputes as a result of which they arrived at a Settlement vide Compromise Deed/MOU dated 14.05.2024, and 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 decree of mutual consent. It is stated that petitioner No. 1/husband shall pay a sum of Rs. 17,00,000/- to the respondent No. 2/wife towards full and final amount of all the claims of the respondent No. 2/wife and child. It is also stated that the petitioner No. 1 has already paid Rs. 12,00,000 to respondent No. 2/wife viz. Rs.2,00,000/- was paid by petitioner No.1 to respondent No.2 at the time of withdrawing the complaint case under Section 12 of DV Act; Rs.5,00,000/- was paid by petitioner No.1 to respondent No.2 at the time of recording of statements in First Motion Petition under Section 13(b) of the Hindu Marriage Act, 1955 and another Rs.5,00,000/- was paid at the time of



recording of statements in Second Motion Petition under Section 13(b)(2) of the Hindu Marriage Act, 1955.

7. It is further stated that the balance amount of Rs.5,00,000/- shall be paid by the petitioner No. 1/husband at the time of quashing of FIR No. 0493/2022. It is also stated that the child shall remain in the custody of petitioner No. 1/husband and respondent No. 2/wife shall not claim the custody of the child before any court of law. It is agreed that after this settlement, both the parties shall be left with no claims against each other of any nature.

8. It is also stated that on 16.07.2024, the marriage between petitioner No. 1 and respondent No. 2 had been dissolved as per Hindu law.

9. In view of the Compromise Deed dated 14.05.2024, the present petition has been filed.

10. The parties are present before this Court in-person today, and have been identified by their counsel and Investigating Officer concerned.

11. The balance amount of Rs.5,00,000/- has been paid to the respondent No. 2/wife by the petitioner No. 1 today in the Court *via* Demand Draft No.084047 dated 04.09.2024 drawn on State Bank of India, Mayur Vihar, Phase-III Branch, and the same has been accepted by the respondent No. 2/wife.

12. The parties have submitted that all the disputes have been amicably settled *vide* Compromise Deed dated 14.05.2024 and thus, no fruitful purpose will be served in continuing with the FIR.

13. 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* Compromise Deed dated 14.05.2024



and they also submit that the said Compromise Deed has been arrived at between the parties without any pressure and coercion and that they have undertaken to abide by the terms of the Settlement.

14. Today, the complainant/respondent No. 2/wife, who is present in Court, states that she has received all amounts due to her and has no objection if the FIR is quashed.

15. 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.

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

17. Accordingly, FIR bearing No. 0493/2022 registered at Police Station Ghazipur, for offences punishable under Sections 498A/406/34 of the Indian Penal Code, 1860 and all consequential proceedings emanating therefrom are quashed.

18. The petition stands disposed of.

NEENA BANSAL KRISHNA, J

SEPTEMBER 4, 2024/va