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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ **CRL.M.C. 45/2024, CRL.M.A. 184/2024**

**SH. VARUN TAWRA & ORS.** ..... Petitioners  
Through: Mr. Chaman Sharma, Advocate.

versus

**THE STATE (GOVT. OF NCT OF DELHI) &  
ANR.** ..... Respondents  
Through: Ms. Kiran Bairwa, APP for State with  
SI Rachna, P.S. Civil Lines.  
Mr. R.K. Sharma and Ms. Lalita,  
Advocates for respondent No.2  
alongwith respondent No.2 in person.

**CORAM:**  
**HON'BLE MR. JUSTICE MANOJ KUMAR OHRI**

**ORDER**  
**04.01.2024**

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1. The present petition has been filed under Article 227 of the Constitution of India on behalf of the petitioners seeking quashing of FIR No. 319/2015 registered under Sections 498-A/406/34 IPC at P.S. Civil Lines, 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 No. 2 is the brother-in-law of the complainant.
3. Ms. Kiran Bairwa, learned APP for the State submits that in the present case petitioners are the only accused persons and respondent No. 2 is the only complainant/victim. She further submits that out of the wedlock of the parties, there is a minor child namely *Pragya* aged 10 years old. She has



invited attention of this Court to the decision of the Supreme Court in Ganesh v. Sudhirkumar Shrivastava and Others reported as **2019 SCC OnLine SC 1107** to submit that the settlement arrived at between the petitioner No.1 and respondent No.2 does not bind the minor child of the parties.

4. Learned counsel for the petitioners submits that an undertaking to the aforesaid effect in the form of an affidavit has been filed, a copy of which has been handed over and taken on record. He further submits that the parties have entered into a Memorandum of Understanding dated 17.12.2021. In terms of the settlement, the parties have already been granted divorce by mutual consent vide divorce decree dated 01.12.2023 passed by the Family Court, Rohini District Courts, Delhi in HMA No. 1771/2023. It was agreed that a sum of Rs.4,00,000/- as full and final settlement shall be paid by petitioner No. 1 to respondent No. 2 towards her claims qua maintenance, *stridhan*, alimony, etc. It is further submitted that out of the settled amount of Rs.4,00,000/-, a sum of Rs.3,00,000/- has already been paid and balance amount of Rs.1,00,000/- is being paid today through a demand draft, a photocopy of which has been placed on record.

5. Petitioners, who are present in Court, have been identified by counsel as well as by the I.O./SI *Rachna, P.S. Civil Lines, Delhi*.

6. Respondent No. 2, who is also present in Court and identified by the I.O., states that she has entered into the aforesaid Memorandum of Understanding with 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 subject to encashment of the demand draft of Rs.1,00,000/-.



7. Learned counsel for the petitioners submits that no other proceedings are pending between the parties.
8. The parties shall remain bound by the statements and undertaking made in Court today.
9. 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.1 lac.
10. With the above directions, the petition is disposed of alongwith miscellaneous application.

**MANOJ KUMAR OHRI, J**

**JANUARY 4, 2024**

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