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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CRL.M.C. 6994/2024, CRL.M.A. 26710/2024
YATIN ASRI & ANR.

.....Petitioner
Through: Mr. Rajal Rai Dua, Advocate.

versus

STATE THROUGH SHO P.S. TILAK NAGAR & ANR.

.....Respondents
Through: Mr. Hemant Mehla, Ld. APP for State
with SI Shweta, P.S. Tilak Nagar.
Mr. Amardeep Maini, Advocate for
R-2.

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER
05.09.2024

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1. A Petition under Section 528 BNSS has been filed on behalf of the petitioners seeking quashing of FIR No.0571/2017 dated 28.11.2017 under Section 498A/406/34 IPC registered at Police Station Tilak Nagar.
2. Brief facts of the case are that the marriage was solemnized between petitioner No. 1 and respondent No. 2 on 08.02.2012 according to Hindu rites and ceremonies. It is stated that a girl child was born out of the said wedlock on 02.04.2015, who is now aged about 9 years. Due to differences, the parties got separated on 16.09.2014.
3. It is further submitted that on 28.11.2017 on the complaint of respondent No.2, an FIR bearing No. 0571/2017 under Sections 498A/406/34 of the Indian Penal Code, 1860 got registered at Police Station



Tilak Nagar against petitioner No.1 and 2.

4. It is stated that the petitioners and the respondent No. 2 amicably settled all the disputes and differences between them *vide* Memorandum of Settlement dated 04.06.2024, 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 the parties have entered into the Settlement without any pressure, force or coercion and undertake to abide by the terms of the Settlement dated 04.06.2024. 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. 11,50,000 to respondent No. 2/wife in two instalments viz., Rs. 4,50,000/- was paid at the time of recording of statements in First Motion Petition under Section 13(b) of the Hindu Marriage Act, 1955 and another Rs.7,00,000/- was paid at the time of recording of statements in Second Motion Petition under Section 13(b)(2) of the Hindu Marriage Act, 1955.

5. It is further stated that the remaining third instalment of Rs.5,50,000/- shall be paid by the petitioner No. 1/husband at the time of quashing of FIR No. 0571/2017. It is also stated that the child shall remain in the custody of respondent No. 2/wife and petitioner No.1/husband shall have no visitation rights.

6. It is also stated that on 09.08.2024, the marriage between petitioner No. 1 and respondent No. 2 had been dissolved as per Hindu law.

7. In view of the Compromise Deed dated 04.06.2024, the present petition has been filed.



8. The parties are present before this Court in-person today, and have been identified by their counsel and Investigating Officer concerned.
9. The third instalment of Rs.5,50,000/- has been paid to the respondent No. 2/wife by the petitioner No. 1 today in the Court *via* two Banker's Cheque bearing Nos.000188 and 000189 both dated 03.09.2024 pertaining to Bank of India, Rohini C & P Branch, New Delhi in the sum of Rs.2,50,000/- and Rs.3,00,000/- respectively in the name of Ms. Manisha Chopra the respondent No.2.
10. It is agreed between the parties that the two Banker's cheque of Rs.2,50,000/- and Rs.3,00,000/- respectively handed over today in the Court shall be put in the name of the child Mehak by way of an FDR till she attains the age of majority. The respondent No.2 shall be at liberty to withdraw the interest quarterly in order to meet the day to day requirements of the child. This settlement is without prejudice to the rights of the child in future.
11. The parties have submitted that all the disputes have been amicably settled *vide* Compromise Deed dated 04.06.2024 and thus, no fruitful purpose will be served in continuing with the FIR.
12. 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 04.06.2024 and they also submit that the said Compromise Deed has been arrived at between the parties without any pressure and coercion.
13. The respondent No. 2/wife submits that she has been livingly separately from the petitioner No. 1/husband for the last ten years.
14. It is also agreed by the parties that the petitioner No. 1 shall not refrain the child from meeting the respondent No. 2/wife in case, she wants



to meet her in future.

15. 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.

16. 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.

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

18. Accordingly, FIR bearing No. 0571/2017 registered at Police Station Tilak Nagar, for offences punishable under Sections 498A/406/34 of the Indian Penal Code, 1860 and all consequential proceedings emanating therefrom are quashed against the petitioners.

19. The petition stands disposed of.

NEENA BANSAL KRISHNA, J

SEPTEMBER 5, 2024/va