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

+ **CRL.M.C. 7185/2024 and CRL.M.A. 27452/2024**

SACHIN KUMAR & ORS.

.....Petitioners

Through: Mr.Ashish Kr. Gupta, Mr.Sachin,
Ms.Pooja Gupta, Advocates with petitioners in
person

versus

THE STATE GOVERNMENT OF NCT OF DELHI AND ANR.

.....Respondents

Through: Mr.Sanjeev Sabharwal, APP for State
with SI Pradeep
Mr.Vikas Sethi, Advocate for respondent No.2
with respondent No.2 in person

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER

11.09.2024

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1. By way of the present petition, the petitioners seek quashing of FIR No.371/2019 registered under Sections 498A/406/506/34 IPC at P.S. Mehrauli, 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) whereas the petitioner No. 2 is the brother-in-law and the petitioner No. 3 is the mother-in-law of the complainant/respondent No. 2.
3. Learned APP for the State submits that the chargesheet has been filed in the present case. He further submits that the petitioners are the only



accused persons against whom the chargesheet has been filed and respondent No. 2 is the complainant/victim. It is also submitted that the child born out of the wedlock is in the custody of the respondent No.2/mother.

4. Learned counsels for the parties submit that the parties have settled their dispute vide Memorandum of Understanding dated 09.12.2023. It is further submitted that petitioner No.1 and respondent No.2 have already been granted divorce by mutual consent vide divorce decree dated 18.05.2024 passed by Family Court, South District, Saket Courts, New Delhi in HMA No.946/2024. By the terms of the settlement, it was agreed that a sum of Rs.10,50,000/- shall be paid by petitioner No.1 to respondent No.2 as full and final settlement, towards her claims qua maintenance, stridhan, alimony, etc. Learned counsel submits that out of the total settled amount of Rs.10,50,000/-, a sum of Rs.7,50,000/- has already been paid and balance amount of Rs.3,00,000/- is being paid today by the way of a demand draft bearing No.427694 drawn on Kotak Mahindra Bank.

5. Petitioner No.1, who is present in Court, states that the rights of the minor child, who is in the custody of respondent No.2, shall remain unaffected by the terms of the settlement arrived at between the parties. In acknowledgement of the said statement, petitioner No.1 and his counsel have signed the order sheet.

6. The petitioners and respondent No.2, who are present in Court, have been identified by their respective counsels and the Investigating Officer.

7. Respondent No.2 states that she has entered into the aforesaid Memorandum of Understanding out of her own free will, volition and without any coercion. She further submits that she has no objection if the



present FIR and consequent proceedings are quashed, subject to encashment of the aforesaid demand draft of Rs.3,00,000/- handed over to her today.

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 the aforesaid demand draft of Rs.3,00,000/-.

10. The petition is disposed of in the above terms alongwith the pending application.

MANOJ KUMAR OHRI, J

SEPTEMBER 11, 2024

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