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

+ **CRL.M.C. 7374/2024**

MRINMAY KUMAR MAJHI & ORS.

.....Petitioners

Through: Mr. Shresth Nanda & Mr. Pawan
Kumar Ray, Advocates with P-1 in
person.
P-2, 3, 4 & 5 appearing through VC.

versus

THE STATE NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Satinder Singh Bawa, APP with
Ms. Sunpreet Singh, Advocate for
State.
Respondent No. 2 in person.
S.I. Yashveer, PS Govindpuri, Delhi.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

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20.09.2024

CRL.M.A. 28135/2024 (Exemption)

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

CRL.M.C. 7374/2024

3. The present Petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 has been filed on behalf of the petitioners seeking to quash the FIR No. 0067/2023 registered under Sections 498A/406/34 of the Indian Penal Code, 1860 (*hereinafter referred to as "IPC, 1860"*) at Police Station Govindpuri, Delhi.



4. Brief facts of the case are that the marriage was solemnized between petitioner No. 1 and respondent No. 2 on 28.02.2021 according to Hindu rites and ceremonies and no child was born from the said wedlock.

5. It is further submitted that due to the differences between the petitioner No. 1 and the respondent No. 2, the respondent No. 2 filed a criminal complaint in CAW against the petitioners and on the basis of said complaint, an FIR bearing No. 0067/2023 under Sections 498A/406/34 of the IPC, 1860 got registered at Police Station Govindpuri, Delhi, which is pending before the learned Trial Court Delhi.

6. The respondent No. 2 also filed a Complaint bearing No. CC/519/2023 under Protection of Women from Domestic Violence Act, 2005 against the petitioners which is pending before the Court of learned Metropolitan Magistrate, South-East, Saket District Courts, Delhi.

7. It is also submitted that during the pendency of the litigations, the petitioners and the respondent No. 2 have settled all the disputes and differences between them *vide* Settlement Deed dated 31.05.2023 which *inter alia* states that: -

- (i) That the respondent No. 2/wife and the petitioner No. 1/husband shall dissolve their marriage by decree of mutual consent under Sections 13(B)(1) and 13(B)(2) of Hindu Marriage Act, 1955,
- (ii) That the petitioner No. 1 shall pay a total sum of Rs. 20,00,000/- to the respondent No. 2/wife towards full and final settlement of all her claims, present, past and future,
- (iii) That the first instalment of Rs. 50,000/- shall be paid by the petitioner No. 1 to the respondent No. 2/wife shall be paid before the



execution of this Settlement Deed,

(iv) That the second instalment of Rs. 2,50,000/- shall be paid by the petitioner No. 1 to the respondent No. 2/wife at the time of recording of Statement of First Motion Petition under Section 13(B)(1) of Hindu Marriage Act, 1955,

(iv) That the third instalment of Rs. 10,00,000/- shall be paid by the petitioner No. 1 to the respondent No. 2/wife at the time of recording of Statement of Second Motion Petition under Section 13(B)(2) of Hindu Marriage Act, 1955,

(v) That the fourth instalment of Rs. 7,00,000/- shall be paid by the petitioner No. 1 to the respondent No. 2/wife at the time of quashing of FIR,

(vi) That the parties shall withdraw all the pending cases filed against each other,

(vii) That the parties undertake to remain bound by the terms of the Settlement Deed.

8. It is also stated that the marriage between the petitioner No. 1 and the respondent No. 2/wife has been dissolved *vide* Decree of Divorce dated 14.02.2024.

9. In view of the Settlement Deed dated 31.05.2023, the present petition has been filed.

10. The petitioner No. 1 and the respondent No. 2/wife are present in person in the Court today, whereas the petitioner Nos. 2 to 5 are appearing through video conferencing and they have been identified by their counsel and Investigating Officer concerned.

11. It is further submitted that Rs. 13,00,000/- has been paid to the



respondent No. 2 by the petitioner No. 1 viz, the aforesaid three instalments.

12. Today, the petitioner No. 1 has paid the fourth instalment of Rs. 7,00,000/- to the respondent No. 2/wife *vide* Demand Draft bearing No. 501719 dated 18.09.2024, made in favour of respondent No. 2-Shina Kalra, drawn on ICICI Bank, Gurgaon Branch, Haryana, and the same has been accepted by the respondent No. 2/wife.

13. The parties have submitted that all the disputes have been amicably settled *vide* Settlement Deed dated 31.05.2023 and thus, no fruitful purpose will be served in continuing with the FIR.

14. The present petition has been signed by the petitioners and is supported by the affidavits of the petitioners as well as of respondent No. 2. The parties have endorsed and reaffirmed the terms of the settlement and they also submit that the said settlement has been arrived at between the parties without any pressure and coercion.

15. Today, the complainant/respondent No. 2/wife, who is present in person in the Court, states that she has settled all the disputes and 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, 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. 0067/2023 registered at Police Station



Govindpuri, Delhi, for offences punishable under Sections 498A/406/34 of IPC, 1860 and all consequential proceedings emanating therefrom are quashed.

19. The petition stands disposed of.

NEENA BANSAL KRISHNA, J

SEPTEMBER 20, 2024

S.Sharma