



\$~8

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

+ **CRL.M.C. 7387/2024**

RITIK CHAUHAN & ORS.

.....Petitioners

Through: Mr. Sunil Kumar Bhardwal, Ms.
Ananya Tiwari, Mr. Deepanshi
Aggarwal, Mr. Uday Kumar,
Advocates

versus

STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Sanjeev Sabharwal, APP with
SI Shubham Mishra, PS Dayalpur
Mr. Deepak Kumar, Advocate for
R-2

CORAM:

HON'BLE MR. JUSTICE TUSHAR RAO GEDELA

ORDER

18.09.2024

%

CRL.M.A. 28184/2024

1. Exemption allowed subject to all just exceptions.
2. The application stands disposed of.

CRL.M.C. 7387/2024

3. This is a petition under Section 528, BNSS, 2023 seeking quashing of FIR No. 520/2023 dated 26.07.2023 under Sections 498A/406/506/34, IPC, 1860 registered at Police Station Dayal Pur and the proceedings emanating therefrom, on the grounds of settlement between the parties.
4. Learned counsel appearing for the petitioners submits that the parties have been able to amicably resolve their disputes under the aegis of Counselling Cell, Family Court, North-East District, Karkardooma



Courts, Delhi *vide* the Settlement Deed dated 27.04.2024 wherein the terms of the settlement have been reduced into writing. He states that the petitioners had agreed to pay a sum of Rs.8,00,000/- to the respondent no.2 as full and final settlement against *Stridhan*, dowry, maintenance, past, present and future in respect of the marriage.

5. As per the terms of settlement, the petitioners were to pay to respondent no.2 the total sum of Rs.8,00,000/- in four instalments. First instalment of a sum of Rs.3,00,000/- was to be paid at the time of recording of the statement of first motion of divorce filed by the parties. It is stated that the same amount has been paid. Further, a sum of Rs.3,00,000/- as second instalment is also stated to have been paid in terms of the settlement deed at the time of recording of the statement of the parties in the second motion petition under Section filed 13 (B) (2) of the HMA, 1955.

6. Respondent no.2 who is present in person in Court affirms and confirms that she has in all, till date, received a sum of Rs.6,00,000/- out of the total amount of Rs.8,00,000/- stated in the settlement deed . It is stated that in terms of the Settlement Deed, a sum of Rs.1,00,000/- is being paid today to the respondent no.2 by way of a DD bearing No. 422532 dated 29.08.2028 drawn on Canara Bank, before this Court . The said DD has been handed over to the respondent no.2 who acknowledges the receipt of the same. It is stated that the remaining balance of Rs.1,00,000/- has been agreed to be remitted to the respondent no.2 at the time of quashing of the FIR No. 394/2022 registered with Police Station Loni under Section 354A IPC, 1860 which shall be filed before the High Court of Judicature at Allahabad.



7. Respondent no.2 affirms the said terms of settlement in respect of the remaining balance of Rs.1,00,000/-.
8. This Court has interacted with respondent no.2 who affirms the terms of settlement and states that there is no other claim pending against the petitioners, except the sum of Rs.1,00,000/- yet to be paid in accordance with the terms of settlement.
9. This Court has also perused the terms of settlement which have been recorded by the Counselling Cell and is satisfied with the terms of the settlement, which appear to be lawful. The parties are held bound by the terms of the settlement as recorded.
10. The mediation settlement by the Counselling Cell is placed on record at page 56 as Annexure P-2 and the decree sheet under Section 13(B) (2) is placed at page 64 as Annexure P-3.
11. The photocopies of the Aadhar cards of the parties are on record.
12. IO is present in Court who identifies the parties present in person.
13. In view of the above, FIR No. 520/2023 under Sections 498A/406/506/34, IPC, 1860 registered at Police Station Dayal Pur and all consequential proceedings emanating therefrom are hereby quashed.
14. The petition stands disposed of.

TUSHAR RAO GEDELA, J

SEPTEMBER 18, 2024

ms