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

+ **CRL.M.C. 7423/2024**

ANURAG RAI & ORS.

.....Petitioners

Through: Mr. Amit Singh, Ms. Shaily Tarar &
Mr. Mahipal Singh Dagar, Advocates
with P-1 to 3 in person.
P-4 (Nikhil Rai) through VC.

versus

STATE OF NCT OF DELHI AND ANR.

.....Respondents

Through: Mr. Satinder Singh Bawa, APP with
Ms. Sunpreet Singh, Advocate for
State.
Mr. Prabhakar Pandey, Advocate for
R-2 with R-2 in person.
S.I. Yashveer Sharma, PS
Govindpuri, Delhi.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

% **19.09.2024**

CRL.M.A. 28362/2024 (Exemption)

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

CRL.M.C. 7423/2024

3. The present Petition under Section 528 of Bharatiya Nagarik Suraksha Sanhita, 2023 (*hereinafter referred to as "BNSS, 2023"*) has been filed on behalf of the petitioners seeking to quash the FIR No. 417/2021 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 24.02.2019 according to Hindu rites and ceremonies and no child was born from the said wedlock.

5. It is further submitted that on the complaint of respondent No. 2, an FIR bearing No. 4174/2021 under Sections 498A/406/34 of the IPC, 1860 got registered at Police Station Govindpuri, Delhi and also the Chargesheet has been filed in the said FIR, which is pending before the learned Trial Court Delhi.

6. It is also submitted that during the pendency of the litigation, the petitioners and the respondent No. 2/Neha have settled all the disputes and differences between them *vide* Settlement Agreement dated 08.01.2024 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 shall pay a total sum of Rs. 11,00,000/- 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. 1,00,000/- shall be paid by the petitioner No. 1 to the respondent No. 2/wife at the time of execution of Settlement Agreement,
- (iv) That the first instalment of Rs. 5,00,000/- 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,



- (v) That the petitioner No. 1 shall return the physical possession of the vehicle i.e., Maruti Suzuki Ciaz to the respondent No. 2 at the time of recording of Statement of Second Motion Petition under Section 13(B)(2) of Hindu Marriage Act, 1955,
- (vi) That the petitioner No. 1 shall pay remaining sum of Rs. 5,00,000/- to the respondent No. 2 at the time of quashing of FIR,
- (vii) That the petitioner No. 1 shall hand over all the jewellery articles as well as goods, furniture and electric items as per Annexures-B & C appended to the Settlement,
- (viii) That the parties shall withdraw all the pending cases filed against each other,
- (ix) That the parties shall remain bound by the terms of the settlement.

7. 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 28.05.2024.

8. In view of the Settlement Agreement dated 08.01.2024, the present petition has been filed.

9. The petitioner Nos. 1 to 3 and the respondent No. 2/wife are present in person in the Court today, whereas, the petitioner No. 4-Nikhil Rai, whose name has been wrongly mentioned as Anurag Rai, petitioner No. 4, in the Memo of Parties, is appearing through video conferencing and they have been identified by their counsel and Investigating Officer concerned.

10. It is further submitted that Rs. 6,00,000/- has been paid to the respondent No. 2 by the petitioner No. 1 viz, the aforesaid two instalments.

11. Today, the petitioner No. 1 has paid remaining sum of Rs. 5,00,000/-



to the respondent No. 2/wife *vide* Demand Draft No. 142775, dated 13.09.2024, made in favour of respondent No. 2-Neha, drawn on Punjab National Bank, Jhansi Branch, Allahabad, Uttar Pradesh and the same has been accepted by her.

12. The parties have submitted that all the disputes have been amicably settled *vide* Settlement Agreement dated 08.01.2024 and thus, no fruitful purpose will be served in continuing with the FIR.

13. The present petition has been signed by the petitioners and is supported by their affidavits. 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.

14. Today, the complainant/respondent No. 2/wife, who is present in person in the Court, states that she has received all amounts due to her and has no objection if the FIR is quashed.

15. 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.

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

17. Accordingly, FIR bearing No. 417/2021 registered at Police Station Govindpuri, Delhi, for offences punishable under Sections 498A/406/34 of IPC, 1860 along with Chargesheet and all consequential proceedings emanating therefrom are quashed.



18. The petition stands disposed of.

NEENA BANSAL KRISHNA, J

SEPTEMBER 19, 2024

S.Sharma