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

+ **CRL.M.C. 7509/2024**

**HIMANSHU MADAN & ORS.**

.....Petitioners

Through: Mr. Nikhil Rastogi, Mr. Vinod Mangal, Mr. Parvinder Singh, Mr. Lalit, Mr. Kunal Srivastva & Mr. Navdeep Garg, Advocates.

versus

**STATE OF NCT OF DELHI AND ANR.**

.....Respondents

Through: Ms. Shubhi Gupta, APP for the State.  
SI Rajesh Kumar, P.S.: Vijay Vihar, Delhi.  
Mr. Aakash Khatri, Advocate.

**CORAM:**

**HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI**

**ORDER**

**23.09.2024**

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**CRL.M.A. 28632/2024 (exemption)**

Exemption granted, subject to just exceptions.

The application stands disposed-of.

**CRL.M.C. 7509/2024**

By way of the present petition filed under section 528 of the Bharatiya Nagarik Suraksha Sanhita 2023, the petitioners seek quashing of case FIR No. 0085/2016 dated 22.01.2016 registered under sections 498A/406/34 of the Indian Penal Code, 1860 ('IPC') at P.S.: Vijay Vihar, Delhi. ('subject FIR'). Consequent upon completion of investigation, allegations under section 506 IPC were also added *vide* chargesheet dated 22.01.2019 filed in the matter.



2. The petition is premised on Memorandum of Understanding dated 14.09.2023 ('MoU'); Compromise Deed dated 13.11.2020 ('Compromise Deed'); and Divorce Decree dated 18.12.2023, which is the culmination of petitions under sections 13B(1) and 13B(2) of the Hindu Marriage Act 1955, whereby the parties had sought dissolution of their marriage by mutual consent.
3. The petition is also supported by affidavits of the petitioners, as also of respondent No. 2, alongwith proof of their IDs.
4. The petitioners as well as respondent No. 2 are present in court. Their credentials have been verified and they have also been identified by their respective counsel and by the Investigating Officer ('I.O.').
5. The parties have confirmed that one child, namely Ansh Rawat, was born from the wedlock, who is a minor as of date.
6. No appeal is stated to have been filed from the divorce decree.
7. Mr. Nikhil Rastogi, learned counsel appearing for the petitioner has explained the circumstances in which two separate settlements *vide* the Compromise Deed and the MoU have come to be signed. The details are recited in the two settlement documents.
8. Furthermore, learned counsel also submits, that though the MoU recites that the minor son of petitioner No.1 and respondent No. 2 would remain in the custody of the mother, with no visitation rights to the father, that term of the settlement would not impose any restriction on the rights of the child, if and when he wishes to meet his father. Mr. Rastogi also points-out, that the father has also filed an additional affidavit dated 28.08.2024, affirming on oath that the terms of the MoU and Compromise Deed between petitioner No. 1 and



respondent No. 2 shall not in any manner affect or diminish the legal rights of their minor child Ansh Rawat, including his right to be maintained by both parents; nor will the terms of the MoU and Compromise Deed restrict or bar the minor child from claiming any legal rights or entitlements to the properties of either of the parties, whether now or in the future.

9. The court has queried respondent No. 2, who confirms that she has taken divorce by mutual consent; and that an MoU and a Compromise Deed has been entered into between the parties; and that in full-and-final settlement of all her claims including towards maintenance (past, present and future), *stridhan*, dowry articles, jewellery, permanent alimony, etc., she was to receive a sum of Rs. 41 lacs from petitioner No. 1 as per the terms of the MoU. She further confirms that of the said sum, Rs. 2 lacs was paid to her during the execution proceedings bearing Execution Petition No. 251/2022, and as per the agreement between the parties, the said sum is to be considering as money paid towards the Rs. 41 lacs; and a further sum of Rs. 33 lacs was also paid to her earlier and Rs. 6 lacs have been paid in court today, in compliance of the terms of the settlement. Respondent No. 2 confirms that all aspects of the settlement have now been performed.
10. Ms. Shubhi Gupta, learned APP confirms that the State has no objection to the subject FIR being quashed.
11. In the circumstances, in line with the law laid down by the Supreme Court in *Gian Singh vs. State of Punjab & Anr.* reported as (2012) 10 SCC 303 as also in *Narinder Singh & Ors. vs. State of Punjab & Anr.* reported as (2014) 6 SCC 466, this court sees no reason why



the subject FIR and all proceedings emanating therefrom should not be quashed. This court is of the view that in light of the MoU and Compromise Deed between the contesting parties, continuing with the subject FIR and all subsequent proceedings would be an exercise in futility and would not be conducive to peace and harmony between the parties.

12. Accordingly, FIR No. 0085/2016 dated 22.01.2016 registered under sections 498A/406/34 IPC at P.S.: Vijay Vihar, Delhi is quashed. All proceedings arising therefrom also stand closed.
13. Needless to reiterate that the MoU and Compromise Deed between the parties leading to the closure of all criminal proceedings by way of the present order will in no way affect the property rights and other rights of the minor child, namely Ansh Rawat, *vis-à-vis* his father, as may be available under law, in any manner whatsoever.
14. Petition stands disposed-of.
15. Pending applications, if any, also stand disposed-of.

**ANUP JAIRAM BHAMBHANI, J**

**SEPTEMBER 23, 2024/ak**