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

+ CRL.M.C. 8508/2024

KESHAV KAPOOR & ORS.

.....Petitioners

Through: Mr. Raghav Kapoor, Adv. with
petitioners.

versus

STATE THROUGH SHO OF PS SARITA VIHAR & ANR.

.....Respondents

Through: Ms. Kiran Bairwa, APP for the State
with SI Antriksh Rathi, PS Sarita
Vihar.

Mr. Vaibhav Dubey, Ms. Pooja,
Advs. for R-2 with R-2

+ CRL.M.C. 8842/2024, CRL.M.A. 33816/2024

RAJ KAPOOR & ORS.

.....Petitioners

Through: Mr. Raghav Kapoor, Adv. with
petitioners.

versus

STATE THROUGH SHO OF PS MUKHERJEE NAGAR & ANR.

.....Respondents

Through: Mr. Hemant Mehla, APP for the State
with SI Ishant, PS Mukherji Nagar.

Mr. Vaibhav Dubey, Ms. Pooja,
Advs. for R-2 with R-2

+ CRL.M.C. 8843/2024

VIVEK MITRA & ORS.

.....Petitioners

Through: Mr. Raghav Kapoor, Adv. with
petitioners.

versus

STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Hemant Mehla, APP for the State
with SI Ishant, PS Mukherji Nagar.

Mr. Vaibhav Dubey, Ms. Pooja,
Advs. for R-2, 4, 5 with R-2,4,5



CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER
13.12.2024

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1. The Present petitions have been filed under section 482 Cr.P.C for quashing FIR No. 0242/2024 registered under Section 498A/406/34 IPC at PS Jamia Nagar; FIR No. 0320/2024 registered at PS Mukherjee Nagar under sections 323/341/506/34 IPC; FIR No. 0321/2024 registered at PS Mukherjee Nagar under sections 323/341/506/509/34 IPC and all the other proceedings emanating therefrom.
2. Learned counsel for parties states that all the FIRs arise out of the matrimonial disputes between Keshav Kapoor and Mehak Mitra. However, an ominous settlement has been agreed to between the parties dated 31.08.2024.
3. Learned Counsel for Keshav Kapoor submits that Mehak Mitra married Keshav Kapoor on 28.06.2023 in accordance with the Hindu Rites and Ceremonies, and no child was born out of the said wedlock. However, on account of temperamental differences and mental incompatibility, the parties started living separately and instituted multiple litigations against each other and their respective families, including the present FIRs.
4. Learned Counsel further submits that during the pendency of the proceedings, the parties have resolved their disputes amicably, and in furtherance thereof, they have entered into a settlement agreement



dated 31.08.2024.

5. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 09.10.2024 as per Hindu rites and ceremonies.
6. Furthermore, the Learned Counsel for the parties submits that since the parties have resolved all their differences amicably, therefore, it would be in the interest of justice to quash FIR No. 0242/2024 registered under Section 498A/406/34 IPC at PS Jamia Nagar; FIR No. 0320/2024 registered at PS Mukherjee Nagar under sections 323/341/506/34 IPC; FIR No. 0321/2024 registered at PS Mukherjee Nagar under sections 323/341/506/509/34 IPC and all the other proceedings emanating therefrom.
7. I have gone through the settlement deed dated 31.08.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

a) The marriage between the parties has irretrievably broken down and despite the best efforts of the parties, their family members and friends, the same could not succeed and finally the parties have mutually consented for dissolution of marriage.

b) At present the following cases are pending between both the parties:-

I. FIR No.320/2024 dated 28.04.2024 was registered at PS Mukherjee Nagar, North West, Delhi at the behest of Smt. Renu Kapoor W/o Raj

Kapoor against the first parties who are as follows:-

a) Mehak Mitra, D/o Mr. Vivek Mitra, aged around 28 years, R/o A-109, Sector-92, Noida, Uttar Pradesh -201304 also at A-612, Sarita Vihar, New Delhi-110076.

Vivek Mitra S/o Sh. Ved Prakash aged around 62 years R/o A-109, Sector 92, Noida, Uttar Pradesh -201304 also at A-612,



Sarita Vihar, New Delhi-110076.

c) Sakshi Mitra W/o Vivek Mitra aged around 56 years R/o A-109, Sector 92, Noida, Uttar Pradesh-201304 also at A-612, Sarita Vihar, New Delhi-110076.

d) Prerna Mitra D/o Vivek Mitra R/o Flat No. 903, Tower Regent, A Park Grand Omaxe Apartment, Sector 93-B, Noida, Gautam Buddha Nagar 201304.

e) Piyush Sabherwal S/o Sunil Sabherwal, aged around 35 years, R/o Flat No. 903, Tower Regent, A Park Grand Omaxe Apartment. Sector 93- B, Noida, Gautam Buddha Nagar-201304.

C) That in the FIR No. 320/2024 Dated 28.04.2024 was registered at PS Mukherjee Nagar, North West, Delhi at the behest of Smt. Renu Kapoor W/o Raj Kapoor against the above mentioned persons of the first parties for offences U/s 323, 341, 506, 34 of the Indian Penal Code, 1860 ["IPC"]. During the course of investigation section 376 of LP.C was added later on in the present F.LR.

FIR No. 321/2024 Dated 28.04.2024 was registered at PS Mukherjee Nagar, North West, Delhi at the behest of Ms. Mehak Mitra for the offences U/s 323, 341, 506, 509, 34 of the IPC against the following persons of the second parties who are as follows i.e.:-

a) Raghav Kapoor S/o Raj Kapoor R/o H. No. 1102, Mukherjee Nagar, North West District, Delhi-110009.

b) Raj Kapoor R/o H. No. 1102, Mukherjee Nagar, North West District, Delhi-110009.

c) Renu Kapoor W/o Raj Kapoor, H. No. 1102, Mukherjee Nagar, North West District, Delhi-110009.

d) Devki Rana w/o Late Sh. Hari Singh Rana r/o H. no 381, Gopalpur, De

II) That in the FIR No. 321/2024 Dated 28.04.2024 which was registered at PS Mukherjee Nagar, North West, Delhi at the behest of Mehak Mitra D/o Mr. Vivek Mitra against the above mentioned persons of the first parties for offences U/s 323, 341, 506, 509, 34 of the Indian Penal Code, 1860 [IPC]. During the course of investigation section 354 of I.P.C was added later on in the present F.I.R.



III) FIR No. 242/2024 Dated 25.06.2024 registered at PS Sarita Vihar, Delhi U/s Sections 498-A, 406 R/w 34 IPC at the behest of Ms. Mehak Mitra against Keshav Kapoor, S/o Raj Kapoor, Rio H. No. 1102, Mukherjee Nagar, North West District, Delhi-110009, Ms. Shikha Kapoor W/o Shri Raghav Kapoor and above mentioned persons.

5. Whereas Ms. Mehak Mitra and Mr. Keshav Kapoor have mutually agreed that their marriage should be dissolved by way of mutual consent as laid out Under Sections 13B(1) & (2) of HMA and the Parties have mutually agreed that all criminal proceedings pending inter se between them be brought to an end. The parties are accordingly, entering into the present "Settlement Agreement/Memorandum of Understanding" to set out the terms of dissolution of marriage as well as the terms for quashing/closure of all the pending criminal proceedings and both the Parties hereby agree that all issues, claims, disputes (whether civil / or criminal including any further claim, etc.) and differences between them arise solely out of matrimonial/private dispute which can be resolved and put at rest by way of the present SETTLEMENT AGREEMENT/ MEMORANDUM OF UNDERSTANDING, which is duly executed between both the parties.

6. NOW THEREFORE, IN VIEW OF THE ABOVE AND OF THE RESPECTIVE COVENANTS AND AGREEMENTS SET FORTH IN THIS AGREEMENT, BOTH THE PARTIES, WITH THEIR FREE WILL AND CONSENT, INTEND TO BE LEGALLY BOUND AS PER THE AMICABLE AGREEMENT WHICH IS DULY CONSENTED BY BOTH THE PARTIES, AND FURTHER MUTUALLY AGREE AS FOLLOWS:

A) The Second Party (Sh. Keshav Kapoor) shall pay to the First Party (Smt. Mehak Mitra) FULL AND FINAL SETTLEMENT AMOUNT as mutually agreed by both the parties amounting to Rs. 11,50,000 (Rs. Eleven Lakhs and Fifty Thousand Only) in lieu towards permanent alimony, istridhan, maintenance (past, present and future) etc. in the,

1. That it has been mutually decided between both the parties that present "MEMORANDUM OF UNDERSTANDING / SETTLEMENT AGREEMENT" shall be duly signed by all the



abovementioned parties i.e. First Party And Second Party who shall all be present in person on Dt. 31st of August 2024 (Saturday) and on that very day i.e. 31 of August 2024 (Saturday) both the parties ie. Sh. Keshav Kapoor & Smt. Mehak Mitra shall also sign/attest the 1st motion petition Under Section 13B(1) of H.M.A and thereafter the said petition of 1st motion shall be filed within two working days thereafter, so the same shall be listed before the concerned court of Ld. PRINCIPAL FAMILY JUDGE, SAKET Courts, DELHI for expeditious disposal.

At the time of recording of the statement of First Motion Under Section 13 B (1) of the Hindu Marriage Act 1955 (as amended up to date) the second party will pay a sum of Rs. 3,50,000 (Rs. Three lakhs Fifty Thousand only) to the First Party by way of Demand Draft drawn in favour of Smt. Mehak Mitra, before the concerned court of L.d. Principal Family Judge, Saket, Delhi.

It is mutually agreed by both the parties that the First party will also hand over all the below mentioned admitted jewellery belonging to the second party which presently stands in the sole custody/possession of the first party at the time of recording of the statement of the First Motion petition Under Section 13 B (1) of H.M.A, before the Hon'ble court of Principal Family Judge, Saket Delhi which are as follows:

ARTICLES/JEWELLERY WITH FIRST PARTY.

- a) Diamond solitaire engagement ring.*
- b) Diamond mangalsutra with diamond earrings.*
- c) Diamond pendent set with diamond earrings.*
- d) Diamond set given by Mis. Shikha Kapoor's Mother.*
- e) Diamond earrings given by Anju Mami.*
- f) Diamond earrings given to Prerna Mitra.*
- g) Diamond solitare earrings given to Noorvi.*
- h) Silver pajeb given to Noorvi.*
- 1) Silver coin given to Piyush.*

Silver Sindoor box

It is mutually agreed between both the parties that the second party will also hand over all the below mentioned admitted jewellery and articles belonging to the First party which



presently stands in the sole custody/possession of the second party at the time of recording of the statement of the First motion petition Under Section 13 B(1) of H.M.A, before the Hon'ble court of Principal Family Judge, Saket Delhi which are n follows:

ARTICLES/JEWELLERY WITH SECOND PARTY.

- a) Gold set with Jhumka.*
- b) Diamond bracelet.*
- c) Diamond set with diamond ear ring.*
- d) White choker kundan set with two ear rings.*
- e) Kundan pendent set given on Diwali with drop ear ring.*
- f) Navrattan set with two ear rings.*
- g) Gold set given to Smt. Shikha Kapoor with two ear rings.*
- h) Diamond ring given to Shri Raghav Kapoor on Sagan.*
- 1) Diamond set with two ear rings given to Smt. Renu Kapoor on Sagan.*
- j) Gold chain given to Sh. Raj Kapoor on Sagan.*
- k) Diamond ear ring given to Smt. Renu Kapoor on Karvachauth.*
- 1) Two silver glasses given to Renu on Karvachauth.*
- m) One silver bowl given to Renu on Karvachauth.*
- n) Gold chain with Sai Baba pendent given to Keshav by Mehak's parent on sagan.*
- 0) Gold chain given to Keshav by Mehak uncle on Sagan.*
- p) Diamond ring given to Sh.Raj kapoor during milini.*
- q) Keshav engagement ring solitare.*

V) That after the passing of the order in the 1" Motion Petition by the concerned Principal Family Judge, Saket Delhi and recording of the statement of both the parties i.e. Sh. Keshav Kapoor & Smt. Mehak Mitra in the 1^a Motion petition Under Section 13 B (1) of H.M.A, both the abovementioned parties shall get the 2 ^ (id) motion petition seeking dissolution of marriage Under Section 13B (2) of H.M.A accompanied with waiver application seeking a waiver of statuary period of 6 month as defined in Section 13 B (2) of H.M.A, sign and attested on Dt 30 ^ (ih) September 2024 (Monday), so that the same (2nd Motion petition) shall be listed within two working days thereafter before the concerned court of Principal Family



Judge, Saket, Delhi for the passing of the decree of dissolution of marriage. Parties should provide all necessary assistance to ensure timely compliance of this Clause.

That it is worthy to mention that at the time of signing of the 2nd Motion Petition Under Section 13B (2) of H.M.A, which shall take place on Dated 30th September 2024 (Monday) both (Smt. Renu Kapoor & Smt. Mehak Mitra) shall also, handover/exchange a NO-OBJECTION AFFIDAVIT duly attested by Oath Commissioner, along with self-attested copy of Aadhar card & self-attested passport size photo which shall become a part and parcel of the three separate Petition(s) seeking quashing of the three F.LR i.e. (320/2024) P.S Mukherjee Nagar, (321/2024) P.S Mukherjee Nagar & (242/2024) P.S Sarita Vihar, so that all the Three Petitions seeking quashing of the three F.LR's Le. (320/2024) P.S Mukherjee Nagar, (321/2024) P.S Mukherjee Nagar & (242/2024) P.S Sarita Vihar, shall be listed for hearing on the same very day before the bench of HON'BLE HIGH COURT OF DELHI (Or any Constitutional Courts) immediately after the passing of the decree of divorce in the Second Motion Petition Under Section 13B(2) of H.M.A in the like manner:-

a) Smt. Renu Kapoor on Dated 30th September 2024 (Monday) shall hand over to First party One No- Objection Affidavit duly attested by oath commissioner along with One self-attested pass port size photo, along with One photocopy of the self-attested Aadhar card, mentioning the Address i.e. 1102, Mukherjee Nagar, Delhi and undertake in full conscious and spirit to provide full support and cooperation to first party in getting the F.I.R: 320/2024 registered at P.S Mukherjee Nagar quashed/closed/dropped/quashed before the Hon'ble High Court of Delhi (or before appropriate Constitutional Courts). Smt. Renu Kapoor will render all cooperation including but not limited to evidence before appropriate court, if any for the purpose of getting closure of the criminal proceedings pending inter-se between the parties in the abovementioned F.I.R.

b) Smt. Mehak Mitra on Dated 30 September 2024 (Monday) shall hand over to second party Two No- Objection Affidavit



duly attested by oath commissioner along with Two self-attested passport size photo, along with Two photocopy of the self-attested Andhar card, mentioning the Address ie. A 612, Sarita Vihar, South- East Delhi and hereby undertakes in full conscious and spirit to provide full support and cooperation to second party in getting the F.I.R: 321/2024 registered at P.S Mukherjee Nagar & F.I.R: 242/2024 registered at P.S Sarita Vihar quashed/closed/dropped before the Hon'ble High Court of Delhi (or before appropriate Constitutional Courts). Smt. Mehak Mitra will render all cooperation including but not limited to evidence, if any required for the purpose of getting closure of the criminal proceedi pending inter-se between the parties in the mentioned F.LR's.

vii) That at the time of recording of the statement of the Second Motion petition Under Section 13 B (2) of the Hindu Marriage Act 1955 (as amended up to date) the second party will pay a sum of Rs. 4,00,000 (Rs. Four lakhs only) to the First Party by way of Demand Draft drawn in favour of Smt. Mehak Mitra, before the Hon'ble court of Principal Family Judge, Saket, Delhi.

viii) Both the parties have mutually and amicably agreed that after recording of the statement in the Second Motion petition U/s 13B (2) H.M.A and thereafter obtaining the decree of divorce from the competent court of L.d. Principal Family Court, Saket, Delhi, both the parties will/shall approach the competent court of law for seeking quashing of all the three FIRs i.e. F.I.R bearing No. 320/2024 registered on dated 28/04/2024, F.LR bearing No. 321/2024 registered on dated 28/04/2024 both registered at P.S Mukherjee Nagar & F.I.R bearing No. 242/2024 Dated 25.06.2024 registered at PS Sarita Vihar, Delhi U/s 498-A, 406 r/w 34 IPC registered against either of the parties and their family members and further undertake to make themselves physically available for recording of the Statement in Quashing of the said FIRs. It is also mutually agreed between both the parties that at the time of quashing of all the three F.I.R, before the competent court of law the second party shall pay the balance amount of Rs.4,00,000 (Rs. Four lakhs only) to the First party by way of



Demand Draft drawn in favour of Smt. Mehak Mitra, before the Hon'ble High Court of Delhi or any other competent court of Law. However it is worthy to mention that the necessary document like No-Objection Affidavit, Passport size photograph and Aadhar Card of Smt. Renu Kapoor and Smt. Mehak Mitra shall be exchanged among each other at the time of signing of second motion petition i.e on Dated 30th September 2024 (Monday), but the petition seeking quashing of all the abovementioned three F.LR's shall be listed for hearing before the bench of HON'BLE HIGH COURT OF DELHI (or before appropriate Constitutional Courts) immediately thereafter the passing of the decree of divorce i.e. when the second motion petition will get allowed by the concerned appropriate Ld. Court.

ix. That it is worthy to mention that the first party i.e. Smt. Mehak Mitra agreed to cooperate with the second party to ensure that FIR No. 321/2024 dated 28.04.2024 registered at PS Mukherjee Nagar, North West, Delhi & FIR No. 242/2024 dated 25.06.2024 registered at PS Sarita Vihar, Delhi U/s 498-A, 406 34 of IPC both gets closed/quashed/ dropped, and towards which the Parties shall take all steps required and Smt. Mehak Mitra shall execute all such documents as may be required for completing the said process including appearing physically before the Investigating Agency, Ed. Competent Court or the Hon'ble High Court or the Hon'ble Supreme Court.

That it is worthy to mention that the Second party i.e. Smt. Renu Kapoor agrees to cooperate with the First Party to ensure that FIR No. 320/2024 dated 28.04.2024 registered at PS Mukherjee Nagar, North West, Delhi gets closed/quashed/ dropped, and towards which the Parties shall take all steps required and Smt. Renu Kapoor shall execute all such documents as may be required for completing the said process including appearing physically before the Investigating Agency, Ld. Competent Court or the Hon'ble High Court or the Hon'ble Supreme Court.

7. That Smt. Mehak Mitra and Sh. Keshav Kapoor agree and declare that they do not have any joint properties and they do



not have any right, title or interest, in each other's individual properties and they will not seek any sought of elnim on either of the movable or immovable properties of each daner in the future.

8. That this present **SETTLEMENT AGREEMENT/"MEMORANDUM OF UNDERSTANDING"** constitutes the **FULL AND FINAL SETTLEMENT** of all claims/demands/grievances / permanent alimony (Past, present & future)/istridhan and maintenance against each other. The Parties agree and undertake to be bound by its terms and their respective undertakings contained in this present Settlement Agreement for all times to come in the future,

9. That both the Parties agree in good spirit to be bound by the terms of this Agreement. The Parties further agree and accept that hereinafter the Parties shall not litigate any issues which are the subject matter of the present Settlement Agreement, whether pending, concluded or planned. The instant present Agreement / Memorandum of understanding shall lay to rest all existing claims of either party towards the other and no claim, or any part of it thereof, shall survive in favour of either party against the other.

D.That both the Parties have agreed and accepted that the only proceedings pending between the Parties are as disclosed hereinabove and that there are no further proceedings (criminal or civil or otherwise) initiated or yet to be initiated by either party against each other which as yet remain undisclosed and in case if any such proceedings are undisclosed or are concealed or is not mentioned by either of the parties in this **MEMORANDU OF UNDERSTANDING/SETTLEMENT AGREEMENT**, then the same shall be deemed to be null and void at the instance of the party who has been misrepresented/defrauded.

11. That both the Parties hereby undertake and confirm that they shall not disclose the terms of this Agreement to any third party except as required by the court of law to execute, concerned authorities so as to implement or abide the terms of this agreement.



12. That both the Parties hereby unequivocally confirm and undertake that they are entering into the present Settlement Agreement with full authority and out of their free will and consent, in the state of sound mental and physical health, voluntarily and without any coercion, undue influence or any pressure of any kind and with due reflection, on the advice of well-wishers and respective lawyers/advisors. Parties in the present MOU have not been istked by anyone to enter into the present MOU and the contents of MOU fre being entered voluntarily of matrimonial proceedings. as all the disputes (civil/criminal) arise out of matrimonial proceedings.

13. That it is also mutually acknowledged by both the parties that neither of the Parties shall spread any untrue false information about the other which may, directly or indirectly, adversely impact the other Party's area interest.

14. The present dispute was purely of a private/ matrimonial in nature and no loss or damage has been caused to any member of the public at large. No state interest whatsoever exists in the dispute upon it being settled between the Parties and there is no objection from any quarter in relation with the closure / quashing of the disputes mentioned hereinabove in the present Agreement.

15. That both the Parties have been explained and have also read over the contents of the present SETTLEMENT AGREEMENT / MEMORANDUM OF UNDERSTANDING in their vernacular and undertake to abide by the terms and conditions as set in this Agreement and not to dispute the same hereinafter in future.

16. That it is clearly agreed and understood by the Parties, that the present Agreement is executed as the Parties have mutually and amicably agreed to resolve their disputes and have mutually amicably executed this SETTLEMENT AGREEMENT / MEMORANDUM OF UNDERSTANDING without any force, undue influence, or coercion from any quarter. The prese ELEMENT AGREEMENT MEMORANDUM OF UNDERSTANDING is binding on both the Parties,



17. That both the Parties undertake to abide by the terms and conditions mentioned herein in its true letter and spirit. The Parties are fully aware of the meaning and effect of this Agreement. The Parties hereby agree to abide by the terms and conditions of this Agreement and shall be duly bound as per the present SETTLEMENT AGREEMENT/MEMORANDUM OF UNDERSTANDING by the commitments recorded herein and shall be duly bound to perform their obligations which are intended to bind and benefit the both the Parties, their legal heirs, agents, legal representatives, permitted assignees, and successors-in-interest.

18. That both the Parties acknowledges and agree on the aspect that either of the parties shall not put any defamatory contents against each other on WhatsApp, Facebook, Instagram or on any other social media platform/s use any photograph/s, audio/s or video/s, taken/recorded against each other in any social media platform/illegal manner.

19. This present SETTLEMENT AGREEMENT/MEMORANDUM OF UNDERSTANDING is being executed in three counterparts, with one copy each with the First Party and Second Party and one copy to be filed before the concerned court. It is expressly agreed that all counterparts of the agreement are deemed to be originals.

8. The total settlement amount in terms of the settlement deed dated 31.08.2024 is Rs.11,50,000/-. Today, as per the settlement, A demand draft bearing No.019953 dated 11.11.2024 drawn from HDFC Bank in the name of Mehak Mitra for the sum of Rs.4,00,000/- is handed over to her in the Court. Mehak Mitra states that she has received the entire settlement amount.
9. It is settled that the inherent powers under section 482 of the Code are required to be exercised to secure the ends of justice or to prevent abuse of the process of any court. Further, the High Court



can quash non- compoundable offences after considering the nature of the offence and the amicable settlement between the concerned parties. Supreme Court and this Court have repeatedly held that the cases arising out of matrimonial differences should be put to a quietus if the parties have reached an amicable settlement. Reliance may be placed upon: ***B.S. Joshi v. State of Haryana***, (2003) 4 SCC 675; ***K. Srinivas Rao v. D.A.Deepa***, (2013) 5SCC 226; ***Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another***, 2019 SCC OnLine Del 8179.

10. Both parties are present in court and have duly been identified by the IO. Mehak Mitra submits that she has entered the settlement voluntarily without any fear, force, or coercion. She submits that other petitions have already been withdrawn or dismissed. And since the marriage between the parties has also been dissolved as per Hindu Rites, she has no objection if FIR No. 0242/2024 registered under Section 498A/406/34 IPC at PS Jamia Nagar; FIR No. 0320/2024 registered at PS Mukherjee Nagar under sections 323/341/506/34 IPC; FIR No. 0321/2024 registered at PS Mukherjee Nagar under sections 323/341/506/509/34 IPC and all the other proceedings emanating therefrom are quashed.

11. Taking into account the totality of facts and circumstances of the case, this court considers that the parties have entered into an amicable settlement out of their own free will, without any fear, force or coercion and they should be given an opportunity to lead their lives peacefully. No purpose will be served in continuing with the trial.



12. In view of the above, FIR No. 0242/2024 registered under Section 498A/406/34 IPC at PS Jamia Nagar; FIR No. 0320/2024 registered at PS Mukherjee Nagar under sections 323/341/506/34 IPC; FIR No. 0321/2024 registered at PS Mukherjee Nagar under sections 323/341/506/509/34 IPC and all the other proceedings emanating therefrom are quashed.

13. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 13, 2024

Pallavi/HT