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

+ **CRL.M.C. 8833/2024**

SH. SHYAM AND ORS

.....Petitioners

Through: Ms Madhu Mittal, Adv.

versus

STATE (GOVT. OF NCT OF DELHI) AND ANRRespondents

Through: Ms Shubhi Gupta, APP for State
ASI Hakim Khan, PS-Karawal Nagar

CORAM:

HON'BLE MR. JUSTICE JASMEET SINGH

ORDER

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12.11.2024

CRL.M.A. 33778/2024

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

CRL.M.C. 8833/2024

3. This is a petition filed under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 ('BNSS') [earlier Section 482 of Code of Criminal Procedure, 1973 ('CrPC')] seeking quashing of FIR No. 122/2021, under Sections 498-A/406/34 of IPC and Section 4 of Dowry Prohibition Act, 1961, registered at Police Station – Karawal Nagar and subsequent proceedings emanating therefrom.
4. Petitioners are present in Court and have been identified by their counsel, Ms Madhu Mittal.
5. Laxmi @ Lakshmi (complainant) - respondent No. 2 is also present in Court and has been identified by the Investigating Officer, ASI Hakim



Khan, PS-Karawal Nagar.

6. It is stated that the parties have arrived at a settlement before Delhi Mediation Centre, Karkardooma Courts, Delhi on 13.10.2023 wherein substantial terms have been complied with except clause 9 (x) which reads as under:

“x. It is further agreed between the parties that vehicle no. DL5SCE 5021 which is in the name of Lakshmi, she shall transfer the vehicle in the name of Shyam at the time of first motion.”

7. It is stated that the vehicle still stands in the name of Lakshmi and has not been transferred in the name of Shyam. Since the vehicle is not in possession of Lakshmi, she is not responsible for the motorcycle bearing No. DL5SCE 5021. Ms Mittal, learned counsel for the petitioners assures the Court that whatever documents are required to transfer the ownership of the motorcycle to Shyam/any of his nominees shall be signed within a period of two days from today. The statement of the parties that the motorcycle is neither in possession of Lakshmi nor under her use, occupation or control and the same is with Shyam is taken on record. Lakshmi shall not be responsible for any of the liabilities/actions arising out of non registration/transfer of the motorcycle bearing No. DL5SCE 5021 from the name of Lakshmi from today.

8. As per the terms of settlement a sum of Rs. 5,50,000/- had to be paid to respondent No.2, out of which Rs 3,50,000/- has already been paid and the balance sum of Rs. 2 lakhs has been paid today in Court vide DD No. 296312 dated 08.11.2024 drawn on Punjab National Bank.

9. Both the parties state that they have entered into the aforesaid



settlement out of their own free will, volition and without any threat, force, undue influence or coercion. It is stated by respondent No.2 that she has no objection if the FIR is quashed. There is no child born out of the wedlock.

10. In this view of the matter, FIR No. 122/2021, under Sections 498-A/406/34 of IPC and Section 4 of Dowry Prohibition Act, 1961, registered at Police Station – Karawal Nagar and subsequent proceedings thereto, if any, are hereby quashed.

11. The petition is disposed of accordingly.

JASMEET SINGH, J

NOVEMBER 12, 2024

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[Click here to check corrigendum, if any](#)