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

+ **CRL.M.C. 8839/2024**

AMRISH KUMAR MISHRA & ORS.

.....Petitioners

Through: Mr.Aashish K. Singh, Adv.(VC) with
petitioners.

versus

THE STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Mukesh Kumar, APP for the State
with PSI Shivam Bisht & P.S. Khajuri
Khas.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

12.12.2024

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CRL.M.A. 33803/2024 (exemption)

Exemption is allowed subject to all just exceptions.

CRL.M.C. 8839/2024

1. The Present Petition has filed Under Section 582/482 of BNSS 2023 C.R.P.C 1973, for Quashing of FIR No. 0274/2018 PS: Khajuri Khas, New Delhi, offences punishable under Sections 498A/406/323/34 of the Indian Penal Code, 1860 and all consequential proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that the marriage between the petitioner and the respondent no.2 was solemnized on 25.02.2015 in accordance with the Hindu Rites and Ceremonies and 2 children were born out of the said wedlock. However, on account of temperamental differences and mental incompatibility, the parties started living



separately since 05.06.2018 and on the complaint of the respondent No.2, the present FIR got registered.

3. 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 amicably Settlement dated 14.10.2024.
4. Pursuant to the settlement, it is submitted by both parties that they have started to live together.
5. Furthermore, the Learned Counsel for the petitioners submits that since the parties have resolved all their differences amicably, therefore, it would be in the interest of justice to quash FIR bearing No. 0274/2018 registered at Police Station Khajuri Khas, for offences punishable under Sections 498A/406/323/34 of the IPC and all consequential proceedings emanating therefrom.
6. I have gone through the settlement deed dated 14.10.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions;

A. That both the parties have amicably settled the dispute with each other without any consideration of any kind (against past, present and future).

B. That the second party will bear the expenses of the education of both the children himself.

C. It has been agreed between both parties that from now on both parties will forget the old things and live a new life.

D. That the first party will live with the second party in his house. And will also keep both the children in her husband's house.

E. It is undertaken by the First Party that he shall appear before the



Hon'ble High Court of Delhi for making necessary statements in connection with quashing of the present FIR and consequential proceedings.

F. It has been agreed between the first party. That now there is no claim or grievances of either parties against each other and no fruitful purpose would be served with the case of aforesaid FIR by the police as the first party is having no grievances against the second party and the first party is also ready to cooperate in quashing of the above said FIR bearing No. 0274/18 and she is giving her no objection cum affidavit in respect of the same which is attached alongwith the present quashing petition.

G. That Any complaint filed by either party after this Agreement will be void and neither party will take any action against the other.

7. 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.
8. Both the parties are present in Court and have duly been identified by the Investigation Officer. Respondent No. 2 submits that she has entered the settlement voluntarily without any fear, force, or coercion. And since the parties are living together, Respondent no. 2 has no



objection if FIR bearing No. 0274/2018 registered at Police Station Khajuri Khas, for offences punishable under Sections 498A/406/323/34 of the IPC and all consequential proceedings emanating therefrom are quashed.

9. 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. However, this shall not bind the legal rights, title, and interest of the children born to the petitioner and respondent no. 2, in any manner. The children shall be at liberty to pursue their legal rights in accordance with law.
10. In view of the above, FIR bearing No. 0274/2018 registered at Police Station Khajuri Khas, for offences punishable under Sections 498A/406/323/34 of the IPC and all consequential proceedings emanating therefrom are quashed.
11. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 12, 2024

Pallavi/NA



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

+ **BAIL APPLN. 4346/2024**

JAFAR ALI

.....Petitioner

Through: **Mohammad-ul-Abi and Mr.Faraz
N.Abi, Advocates**

versus

STATE GOVT. NCT OF DELHI

.....Respondent

Through: **Mr.Mukesh Kumar, APP for the State
alongwith SI Satnarayan, P.S.-
ANS/SED**

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

17.12.2024

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The State has not filed the status report regarding the verification of the medical report of the applicant's wife.

Let the verification/status report be filed positively before the next date of hearing.

The ACP of the concerned police station is also directed to appear on the next date of hearing to assist the Court.

List on 23.12.2024.

DINESH KUMAR SHARMA, J

DECEMBER 17, 2024

Dy/na..



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 9076/2024**

AJAY KUMAR DIXIT

.....Petitioner

Through: Mr.Anil Goel, Mr.Aditya Goel &
Mr.Chanchal Sharma, Advocates
(Through VC)

versus

STATE/NCT OF DELHI

.....Respondent

Through: Mr.Hemant Mehla, APP for the State
alongwith SI Ravi Shankar, P.S.-
Ashok Vihar

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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13.12.2024

CRL.M.A. 34803/2024 (Exemption)

Exemption allowed, subject to all just exceptions.

The application stands disposed of.

CRL.M.C. 9076/2024 & CRL.M.A. 34802/2024 (interim directions)

1. The present petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 has been filed on behalf of the petitioner seeking modification of the impugned order dated 19.10.2024 passed by the learned Trial Court, wherein the learned JMFC 02, Rohini Courts, New Delhi, (North West), ordered the release of the vehicle to the petitioner i.e. its registered owner, subject to furnishing of an FDR in the name of Principal District & Sessions Judge, North West, Rohini District Courts, to the tune of last insurance value of the vehicle in the insurance documents to the satisfaction of the concerned SHO/IO.



2. Learned counsel for the petitioner submits that the last insurance value of the vehicle was Rs.17,50,000/-. It is submitted that the furnishing of the FDR to such amount is very onerous and the order releasing the vehicle i.e. the crane, shall be frustrated. It is further submitted that the vehicle i.e. the crane is the only source of income for the petitioner.
3. Issue notice. Learned APP accepts notice and submits that the learned Trial Court has passed the order taking into account the facts and circumstances. The vehicle in question was seized in relation to the investigation of a case under Sections 281/125(b) of the BNS registered at Police Station Ashok Vihar, Delhi. The said crane was uninsured at the time of the incident.
4. This Court finds that the condition of furnishing an FDR equivalent to the value of the vehicle, i.e., the crane, is overly onerous and may ultimately frustrate the implementation of the impugned order of the learned Trial Court. Taking into account the facts and circumstances, let the vehicle i.e. the Crane bearing No. HR-51-CH-7636 be released to the petitioner on furnishing of an indemnity bond and an affidavit stating therein the said vehicle shall not be taken beyond the jurisdiction of the NCT and shall not be assigned transferred to the third party without the permission of the Court and shall be made available for production/inspection at any time ordered by the Court.
5. With the aforesaid direction, the petition stands disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 13, 2024/Dy/na..



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

+ **CRL.M.C. 7133/2024& CRL. M.A. 27212/2024**

**M/S DHANUKA AGRITECH LTD THROUGH ITS AR JITIN
SADANA**Petitioner

Through: **Mr. Akhil Mittal, Mr. Vineet Gupta
and Ms. Navita Gupta, Advocates.**

versus

LICENSING OFFICER INSECTICIDE & ANR.Respondents

Through: **Mr. Harendra Singh Tomar,
Insecticide Inspector.
Mr. Hemant Mehla, APP for State.
Mr. Izhar Ahmad, Advocate for R-2
along with Mr. Manoj Kumar.**

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER
12.12.2024

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1. Learned Insecticide Inspector for Respondent No. 1 seeks time to file a reply. Let the reply be filed two before the next date of hearing.
2. The Learned Counsel for Respondent No. 2 states that Respondent No.1 has already been convicted and has paid the fine as per the order dated 18.03.2024. Hence, it is requested that Respondent No. 1 be removed from the array of parties and submits that they will file an appropriate application.
3. List on 21.02.2025.

DINESH KUMAR SHARMA, J

DECEMBER 12, 2024/SSC/NA



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CRL.REV.P.(MAT.) 82/2024, CRL.M.A. 33166/2024, CRL.M.A.
33167/2024

YASHENT KUMAR

.....Petitioner

Through: Mr. Sudhir Sharma, Adv. with
petitioner.

versus

STATE GOVT. OF NCT OF DELHI AND ANR.Respondents

Through: Mr.Mukesh Kumar, APP for the State
and SI Yashpal Singh, PS Farsh
Bazar.

CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER
06.11.2024

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CRL.M.A. 33168/2024

Exemption allowed, subject to all just exceptions.

Application stands disposed of.

CRL.REV.P.(MAT.) 82/2024

1. The present revision petition has been filed under Section 19(4) of the Family Courts Act r/w Section 438/442 and 528 BNSS against the order dated 16.08.2023 passed by Ld. Judge Family Court, Shahdara in Mt. Case No. 74/2016 wherein maintenance of Rs.15,000/- per month was awarded to Respondent No. 2.
2. I have considered the submissions and gone through the documents placed on record, and in the impugned order, it has been recorded that



the present petitioner was served many times and given enough opportunities to file WS however, he chose not to file the WS. Hence, his Defence was also struck off, as recorded in para-3 of the impugned order dated 16.08.2023.

3. After going through the impugned order, this court finds that the Ld. Trial Court has rightly assessed the income. It is undisputed that the respondent/wife does not have any source of income and is unable to maintain herself. The principle underlying section 125 of Cr.P.C is that it is in furtherance of social justice and has been enacted to ensure that women and children remain protected from a life of destitution and potential vagrancy. The object of maintenance proceedings is not to punish a person for his past neglect but to prevent vagrancy by compelling those who can provide support to those who are unable to support themselves and who have a moral claim for support. This was observed concisely by the Supreme Court in the case of **Chaturbhui v. Sita Bai** (2008) 2 SCC 316.
4. In **Shri Bhagwan Dutt v. Smt. Kamla Devi and Another** (1975) 2 SCC 386, the Supreme Court stated that in view of the objective of the provision of maintenance, it is necessary for the courts to discern what is required by the wife to maintain a standard of living which is neither luxurious nor penurious but is modestly consistent with the status of the family.
5. A bare perusal of the record indicates that the applicant/husband is a man of means. He is a Chartered Accountant and is working with R.A. Kila & Company and drawing a salary of Rs. 30,000/- per month plus some other undisclosed payments as recorded by the Ld. Trial



court. Therefore, a grant of Rs.15,000/- P.M. as maintenance to the respondent/wife cannot be said to be on the higher side.

6. In the case of **Rajnesh Vs. Neha and another**, 2021 (2) SCC 324, the Apex Court listed all the factors that are required to be taken into consideration. It further observed that an able-bodied person is under obligation to grant maintenance to his wife to prevent her from destitution and vagrancy. While granting interim maintenance, the court is required to have due regard to the standard of living of the husband, as well as the spiralling inflation rates and high costs of living.
7. The petitioner, being a Chartered Accountant, possesses the professional capacity to generate income through private practice, a significant portion of which may potentially remain undocumented or unrecorded in formal banking channels. Consequently, a comprehensive assessment of the respondent's actual earnings cannot be conclusively determined solely through official salary records or income tax returns, which appear to demonstrate a pattern of diminishing reported income.
8. The professional nature of a Chartered Accountant's work inherently provides multiple income streams that may not be transparently reflected in traditional financial documentation. This circumstance necessitates a more nuanced and speculative approach to income evaluation, recognizing the potential for earnings beyond the formally declared sources.
9. The submitted income tax returns and salary statements may, therefore, provide an incomplete and potentially misleading



representation of the respondent's true financial capacity, requiring a more sophisticated and comprehensive method of financial assessment that acknowledges the complex income generation potential inherent in professional practices like chartered accountancy. Therefore, I find no force in the contention raised by the learned counsel for the petitioner/husband that the amount of interim maintenance awarded is on the higher side. Hence, the same being unacceptable is repelled.

10.If in light of the above propositions the interim maintenance awarded by the Trial Court is seen, it appears to be just and reasonable because in these days when living has become costly and inflation rates are spiralling and cost of living has gone up to a high level. In such circumstances, award of Rs.15000/- only per month as maintenance to a wife having no source of income cannot be said to be on the higher side.

11.In view of the above discussion and the material on record, I am of the considered view that the learned Family Court has not committed any error in granting Rs.15000/- per month as maintenance to the respondent/wife from the petitioner/husband.

12.Accordingly, the present revision petition, along with all the pending applications, if any, stand dismissed.

DINESH KUMAR SHARMA, J

NOVEMBER 6, 2024/AR/HT....



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

+ **W.P.(CRL) 2275/2024**

RAJESH KUMAR

.....Petitioner

Through: **Mr. Vishal Raj Sehijpal, Adv,(VC)**

versus

STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: **Mr. Sanjay Lao, SC with Mr. Abhinav Kr. Arya, Ms. Priyam Agarwal, Mr. Aryan Sachdeva, Advs. Mr. Kuldeep Kumar, Adv.(VC) for R-2.**

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

12.12.2024

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1. The present petition has been filed seeking quashing of FIR No.132/2024 under Section 323/342 IPC registered at PS Begum Pur on the basis of settlement.

2. The facts of the case as per FIR No. 132/24 are that on 26.02.2024, SI Anoop and HC Jitender, acting on GD No-118A, reached H.No. 313, 3rd Floor, Gali No. 03, Jain Nagar, regarding a complaint by the Respondent no. 2, aged 37. the complainant alleged that petitioner, aged 50, with whom she had been living as husband and wife since 2013, physically assaulted her, attempted to strangle her, and confined her in the house at around 4:30 PM. Following the complainant's medical examination at BSA Hospital, which confirmed bruises on her lower back, an FIR under Sections 323/342 IPC was registered on 27.02.2024.



3. Both parties have expressed their readiness and willingness to live peacefully in society and continue their lives amicably. They have, therefore, entered into a settlement as per the Memorandum of Understanding (MOU) dated 16.07.2024 under the following terms and conditions:

1. *That is has been agreed between the parties that the First Party will file a petition for quashing of the aforesaid FIR before Hon'ble High Court of Delhi within 15 days of execution of the present MOU and the Second Party has agreed to lend all her support and grant NOC etc to the Second Party for the purpose of quashing of the FIR.*
 2. *That the Parties further have agreed to personally appear before the Hon'ble High Court of Delhi at the time of hearing of the quashing petition and Second party will tender her no-objection to the quashing petitioner before the Court.*
 3. *That the First Party and the Second Party have been living peacefully ever since the alleged incident and no dispute of any nature has re-occurred between the two.*
 4. *That the Parties state that the alleged incident had taken place during an argument between the two on a non-issue and the quarrel escalated to a heater argument and hence the present FIR was got lodged by the Second Party in a fit of rage.*
 5. *That the present MOU is irrevocable and binding on both the parties. In the event, if any Party commits breach or default or fails to perform his/her part of the present MOU in any manner, then the aggrieved party shall be entitled to get it enforced through court of law.*
 6. *That the settlement is not under any force and/or coercion and both the parties have put their respective signatures out of their own free will.*
- That the contents of this Memorandum of understanding have been read over and explained to both the parties in vernacular and after understanding the terms and conditions, both the parties have put their respective signature/thumb impression in the presence of witnesses.*



4. Both the parties are present in Court and have been duly identified by the Investigation Officer. Respondents No. 2 submits that he has entered into the settlement dated 16.07.2024 voluntarily without any fear, force, or coercion and has no objection if the FIR No.132/2024 under Section 323/342 IPC registered at PS Begum Pur, and all the other proceedings emanating therefrom are quashed.

5. The High Court is the highest Court of the State and is conferred with the power of control and superintendence over all courts subordinate to it. Besides Articles 226 and 227, Section 482 Cr.P.C. also acknowledges the inherent power of the high court to secure the ends of justice. In cases where the offences are not compoundable in nature, the parties on account of an amicable settlement invoke the inherent power under Section 482 Cr.P.C. for quashing the proceedings on the plea that continuance thereof would merely be an abuse of process of law.

6. The Courts have repeatedly held that if the dispute is private in nature and parties have entered into the settlement at their own free will, the quashing of the proceedings may be done. However, the Courts have to satisfy themselves that the settlement so entered into is within the four corners of the law.

7. In the case of *Narinder Singh & Ors. V. State of Punjab &Anr.* (2014) 6 SCC 466, it was inter-alia held that criminal cases having overwhelmingly and predominantly of civil character should be quashed when the parties have resolved their entire disputes among themselves. Therefore, in the present case, predominantly, it is a private dispute, and the parties have settled the matter.

8. Taking into account the totality of facts and circumstances of the case,



this Court considers that as the parties have entered into an amicable settlement vide settlement deed dated 16.07.2024, 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.

9. In view of the above, FIR No.132/2024 under Section 323/342 IPC registered at PS Begum Pur, and all the other proceedings emanating therefrom are quashed.

10. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 12, 2024

Pallavi/NA



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

+ CRL.M.C.9827/2024, CRL.M.A.37679/2024

SHYAM SUNDER SEJWAL @ SS SEJWALPetitioners

Through: Mr.Manish Sangwan, Mr. Ashwani
Tehran, Advs.

versus

STATE OF NCT OF DELHI & ANR.Respondents

Through: Mr. Mukesh Kumar, APP for the State
with SI Jyoti , PS Dwarka, Sec-23,
Dwarka.
Mr. Ranjit Sehrawat, Adv. for R-2
with R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

13.12.2024

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1. The present petition has been filed seeking the quashing of FIR No.321/2023/2013 PS Sector 23, Dwarka, under Sections 498A/406/34 of IPC and all the proceedings arising therefrom on the basis of the settlement deed dated 06.12.2024.
2. Learned Counsel for the petitioner submits that the marriage between the petitioner and respondent No. 2 was solemnized on 02.03.2002 in accordance with the Hindu Rites and Ceremonies, and two children were born out of the said wedlock. However, on account of temperamental differences and mental incompatibility, the parties started living separately, and on the complaint of respondent No.2, the present FIR was registered.
3. Learned Counsel further submits that during the pendency of the



proceedings, the parties were referred to the counselling cell, Family courts, Dwarka, New Delhi, where they have resolved their disputes amicably, and in furtherance thereof, they have entered into a settlement dated 06.12.2024.

4. Pursuant to the settlement, it is submitted by both parties that they have started to live together. Furthermore, the Learned Counsel for the petitioners submits that since the parties have resolved all their differences amicably, it would be in the interest of justice to quash FIR No.321/2023/2013 registered at PS Sector 23, Dwarka, under Sections 498A/406/34 of IPC and all consequential proceedings emanating therefrom.

5. I have gone through the Settlement dated 06.12.2024, which provides for the following terms and conditions;

1. It is agreed between the parties that respondent/husband will pay an amount of Rs. 50,000/ (Rupees Fifty Thousand Only) per month to petitioner/wife as maintenance for the petitioner/wife and their children, w.e.f 10th December, 2024 onwards and maintenance shall be increased @ 30% of the Dearness Allowance of the Respondent per year, revisable each year in the month of November.

2. It is agreed between the parties that the said amount will be deposited by the respondent/husband in account of petitioner/wife through Bank Account on or before 10th day of every English Calendar month without any default. The bank account details of the petitioner/wife are as follows:

Bank A/C No. 50100320559145, HDFC Bank, Sector-20, Dwarka, IFSC Code: HDFC004324, or any other mode proposed by the defendant, subject to the approval of the petitioner/wife.

3. If the respondent failed to deposit the amount as stated above, then petitioner/wife has the right to take appropriate legal steps against the respondent/husband.



4. In addition, the petitioner/wife and her children may avail other medical facilities (like CGHS, Ayushman, all available facilities etc.) available to the family of the Govt. Servant (Respondent/Husband).

5. Further, the wife/petitioner and both the children shall have the legal rights in ancestral property of the respondent/husband as well as the properties purchased in the name of the petitioner/wife.

6. It is further agreed between the parties that petitioner/wife will withdraw the following case which are presently subjudice, namely

a. Her case U/S 125 Crpc Case bearing Mt No. 253/2023 which is pending in the court of Sh. Sanjeev Jain, Ld. Principal Judge, Family Court, Dwarka, New Delhi on 16/01/2025,

b. Her case bearing HMA No. 205/23 u/s 13(1)(ia) which is pending in the court of Sh. Vipin Kumar Rai, Ld. Judge, Family Court, Dwarka, New Delhi on 15/01/2025.

c. It is further agreed between the parties that the petitioner/wife shall provide all support and necessary assistance in concluding/withdrawing/quashing her case with FIR No. 321/2023, P.S. Sec. 23, Dwarka u/s 498A/406/34 IPC.

7. The petitioner/wife and the respondent/husband have been staying separately since 11.07.2021. The respondent/husband agrees not to approach or interfere in the life of the petitioner/wife.

8. If the respondent/petitioner interferes in the life of the petitioner/wife without her consent, then the petitioner/wife retains the right to take appropriate legal recourse including the revival of her Divorce Case.

9. Both the parties have agreed to make efforts to contribute and make any efforts which shall aid in the upbringing of the children and their carrier.

10. It is further agreed between the parties that the parties have read and understood the content of this settlement and they shall remain bound with the aforesaid terms and conditions as mentioned in the settlement.

6. 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 v. State (Govt. of NCT Delhi) and Another***, 2019 SCC OnLine Del 8179.

7. Both the parties are present in Court and have duly been identified by the Investigation Officer. Respondent No. 2 submits that she has entered the settlement voluntarily without any fear, force, or coercion. And since the parties are living together, Respondent no. 2 has no objection if FIR No.321/2023/2013 registered at PS Sector 23, Dwarka, for offences punishable under Sections 498A/406/34 of the IPC and all consequential proceedings emanating therefrom are quashed.
8. 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.
9. In view of the above, FIR No.321/2023/2013 registered at PS Sector 23, Dwarka, under Sections 498A/406/34 of IPC and all consequential



proceedings emanating therefrom are quashed.
10.The present petition stands disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 13, 2024

Pallavi/HT



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

+ **CRL.M.C. 9801/2024, CRL.M.A. 37566/2024**

SUNIL KUMAR & ORS.

.....Petitioners

Through: Mr. Shashi Kant, Adv. with
petitioners.

versus

**THE STATE OF NCT OF DELHI (THROUGH SHO WELCOME
DELHI) & ANR.**

.....Respondents

Through: Ms. Kiran Bairwa, APP for the State
with SI Annugraha, PS Welcome.
Mr. S. S. Bhadauria, Adv. for R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

13.12.2024

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1. The present petition has been filed seeking quashing of FIR No.198/2013 PS Welcome Colony under Sections 498A/406/34 IPC with Section 4, Dowry Prohibition Act, 1961 and all the other proceedings emanating therefrom on the basis of the settlement deed dated 22.03.2024.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married Deceased Gautam on 16.05.2010 in accordance with the Hindu Rites and Ceremonies, and one female 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 FIR.



3. Learned Counsel further submits that during the pendency of the proceedings, the husband of respondent No. 2 passed away on 03.06.2016. Thereafter, the remaining parties have resolved their disputes amicably, and in furtherance thereof, they have entered into a settlement agreement dated 22.03.2024.
4. Furthermore, the Learned Counsel for the petitioners submits that since the parties have resolved all their differences amicably, it would be in the interest of justice to quash FIR No.198/2013 registered at PS Welcome Colony under Sections 498A/406/34 IPC with Section 4, Dowry Prohibition Act, 1961 and all the other proceedings emanating therefrom.
5. I have gone through the settlement deed dated 22.03.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:
 1. *That as First Party and Second Party has resolved their disputes and differences amicably before the Family Near and dear at Delhi on 22/03/2024, the First party has agreed to cooperate with Second Party in quashing of FIR No.198 of 2013 and for the said purpose the First Party and Second Parties also filed a Joint Petition for quashing of the said FIR.*
 2. *That First Party also agrees to give statement before the Hon'ble Court for quashing of the said FIR and Criminal proceedings emanating from the said FIR and the Second Parties will extend all his cooperation of any kind in quashing of said FIR.*
 3. *That the Second parties shall paid Rs.80,000/- (Rupee eighty Thousand Only) in three installment within 3 months to first party in full and final settlement. Two Installment shall be paid of Rs. 25,000/- Each and rest amount of Rs.30,000/- shall be paid at the time of quashing of present FIR before Hon'ble High Court of Delhi.*



4. *That the both party hereby agrees to sign and execute any application or documents, which may be required for quashing of the aforesaid FIR and criminal proceedings pending before Ld. Trial Court.*
5. *That First Party further undertakes and declare that She has settled all her disputes fully and finally with the Second party and shall not raise any Objection in future in respect of the aforesaid FIR and criminal proceedings pending in Court.*
6. *That the first and second party have executed this compromise agreement Voluntarily and with their own free will and volition, without any fraud, coercion or undue influence and while in sound state of mind after fully understanding the implications thereof.*
6. The total settlement amount in terms of the settlement deed dated 22.03.2024 is Rs.80,000/-. Today, as per the settlement, the remaining amount of Rs. 30,000/- is handed over to respondent No.2. Respondent No. 2 states that she has received the entire settlement amount.
7. 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.



8. All the parties are present in court and have duly been identified by the IO. Respondent No. 2 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 dispute has been resolved, she has no objection if FIR No.198/2013 registered at PS Welcome Colony under Sections 498A/406/34 IPC with Section 4, Dowry Prohibition Act, 1961 and all the other proceedings emanating therefrom are quashed.
9. 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.
10. In view of the above, FIR No.198/2013 registered at PS Welcome Colony under Sections 498A/406/34 IPC with Section 4, Dowry Prohibition Act, 1961 and all the other proceedings emanating therefrom are quashed.
11. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 13, 2024

Pallavi/HT



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

+ **CRL.M.C. 9570/2024, CRL.M.A. 36729/2024**

JITENDER KUMAR & ORS.

.....Petitioners

Through: Mr. Ranjan Kumar, Mr. Gajendra
Singh, Advs. With petitioners.

versus

STATE GOVT. OF NCT OF DELHI AND ANR.Respondents

Through: Ms. Kiran Bairwa, APP for the State
with WSI Sonia, PS Bharat Nagar.
Mr. Yashpal Singh, Ms. Divya
Chaudhary, Advs. for R-2 with R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

13.12.2024

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1. The present petition has been filed seeking quashing of FIR No.285/2016 registered at PS Bharat Nagar under Sections 498A/406/34 of IPC and all the proceedings emanating therefrom on the basis of the settlement deed dated 16.05.2024.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no. 1 on 21.05.2013 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 FIR.
3. 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 16.05.2024.

4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 06.05.2017 as per Hindu rites and ceremonies.
5. Furthermore, the Learned Counsel for the petitioners submits that since the parties have resolved all their differences amicably, it would be in the interest of justice to quash FIR No.285/2016 registered at PS Bharat Nagar under Sections 498A/406/34 of IPC and all the other proceedings emanating therefrom.
6. I have gone through the settlement deed dated 16.05.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

(i) That it is agreed between both the parties that the First Party/Husband No. 1 shall pay a total sum of Rs.20,000/- (Rupees Twenty Thousand Only) to the Second Party/Wife as full and final settlement in respect of her maintenance (past, present and future), permanent alimony, dowry articles, stridhan etc. through DD/NEFT/RTGS/CASH at the time of quashing of above said FIR before the Hon'ble High Court of Delhi.

(ii) It is agreed between both the parties that the Second Party/Wife shall not claim in future also, any maintenance (past, present & future), any stridhan, alimony or lay claim or any right, title or interest in the (movable and immovable properties) of the First Party/Husband No. 1 or his family members.

(iii) It is agreed between the parties that in case of breach of above terms on the part of the First Party/Husband, the Second Party/Wife shall be entitled to forfeit the amount so



received likewise and in case of breach of above terms on the part of Second Party/Wife, the amount do received by her shall not be adjustable to any kind of arrears maintenance but the First Party/Husband shall be entitled to recover the amount paid by him to Second Party/Wife. The party breaching the terms shall be liable for contempt proceedings.

(iv) It is agreed between both the parties that the Second Party/Wife shall cooperate the First Party/Husband and his family members in quashing the FIR No.285/2016, U/ 498-A/406/34 IPC, P.S. Bharat Nagar, Delhi before this Hon'ble High Court of Delhi.

(v) It is further agreed between both the parties that the Second Party/Wife shall not file Execution Petition for executing the Final Order (Ex-parte) Dt. 04.07.2022 U/s. 12 of D.V. Act passed by the Hon'ble Court of Ms. Sanya Dalal, Ld. M.M., Mahila Court (N/W), Rohini Courts, Delhi in her favour.

(vi) It is further agreed between both the parties that except the filing of the petition for quashing of above said FIR, none of the parties shall file any sort of case, claim, complaint, proceedings etc. before any of the authorities of the Govt. or the court(s) for any of the reliefs against each other and in case any such proceedings are filed by any of the parties, against the other, the same shall be of no effect.

(vii) That the above Settlement/Agreement between the parties and the decision to quash the above said FIR has been made out of their independent free will, volition and without any pressure, force, fraud, coercion or undue influence from either side or by any their person.

(viii) That both the parties have put their respective hands unto this Settlement/Agreement after having fully understood the contents herein which have fully been read over and explained to them in vernacular in the presence of the family members and witnesses and the same shall be binding upon both the parties.

(ix) That it is agreed between both the parties that they shall withdraw all the cases and complaint filed against each other from the respected Hon'ble Courts, Police Stations and other



connected authorities before quashing of above said FIR.

7. The total settlement amount in terms of the settlement deed dated 16.05.2024 is Rs.20,000/-. Respondent No. 2 states that she has received the entire settlement amount.
8. 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.
9. All the parties are present in court and have duly been identified by the IO. Respondent No. 2 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 already been dissolved, she has no objection if FIR No.285/2016 registered at PS Bharat Nagar under Sections 498A/406/34 of IPC and all the other proceedings emanating therefrom are quashed.
10. 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.

11. In view of the above, FIR No.285/2016 registered at PS Bharat Nagar under Sections 498A/406/34 of IPC and all the other proceedings emanating therefrom are quashed.
12. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 13, 2024

Pallavi/HT



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

+ **CRL.M.C. 8749/2024, CRL.M.A. 33476/2024**

SH. ANKIT KUMAR AND ORS.

.....Petitioners

Through:

versus

THE GOVT. OF NCT OF DELHI

.....Respondent

Through: Ms. Kiran Bairwa, APP for the State
Mr. Joginder Sagar and Mr. Vivek
Bhati, Advs. for R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

% **13.12.2024**

CRL.M.A. 33475/2024 (exemption)

Exemption allowed, subject to all just exceptions. Application stands disposed of.

CRL.M.C. 8749/2024

1. The present petition has been filed seeking quashing of FIR No. 488/2021 registered at PS Mukherjee Nagar under Sections 498A406/34 of IPC and all the proceedings arising therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 08.03.2018 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 FIR.

3. 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 21.12.2022.
4. Furthermore, the Learned Counsel for the petitioners submits that since the parties have resolved all their differences amicably, therefore, it would be in the interest of justice to quash FIR No. 488/2021 registered at PS Mukherjee Nagar and all the other proceedings emanating therefrom.
5. I have gone through the settlement deed dated 21.12.2022 which has been placed on record. The settlement agreement provides for the following terms and conditions:

1) It is mutually settled between the parties that petitioner/wife and respondent/husband shall get dissolved their marriage by a decree of divorce by mutual consent without leveling allegations and counter-allegations against each other in accordance with law before the Court of competent jurisdiction at Delhi.

2) The present dispute has been settled amicably between the parties for a total sum of Rs.17,00,000/- (Rupees Seventeen Lakhs only) alongwith one gold set with ear rings, one gold chain and one diamond studded gold ring as full and final satisfaction of the DH/wife including all her claims past, present and future arising out of the marriage with respondent/husband, which shall include permanent alimony, Istridhan, maintenance, movable and immovable properties and all other miscellaneous expenses.

3) The settled amount of Rs.17,00,000/- (Rupees Seventeen Lakhs only) shall be paid by way of DD/NEFT/RTGS or cash against receipt or any other electronic mode by the JD/husband to the DH/wife as per following schedule:-



i) 1st installment of Rs.5,00,000/- (Rupees Five Lakhs Only) alongwith one gold set with ear rings, one gold chain and one diamond studded gold ring shall be paid /given by the ID/husband to the DH/wife at the time of recording statements of the parties in First Motion Petition U/s.13B(1) of Hindu Marriage Act. 1st Motion shall be filed within 15 days from today.

ii) 2nd installment of Rs.5,00,000/- (Rupees Five Lakhs Only) shall be paid by the JD/husband to the DH/wife at the time of recording their statement in Second Motion Petition U/s.13B(1) of Hindu Marriage Act, which shall be filed jointly by the parties within stipulated period as per law or they shall move an application for waiver of the stipulated period.

iii) 3rd installment of Rs.7,00,000/- (Rupees Seven Lakhs only) shall be paid by the JD/Husband to DH/Wife at the time of at the time of quashing of the aforesaid FIR No.488/2021, State Vs. Ankit Kumar and Others, PS Mukherjee Nagar, U/s. 498A/406/34 IPC registered against accused persons (1) Ankit Kumar (Husband), (2) Shri Ajit Kumar (Father-in-law) & (3) Smt. Nishi Kumar (Mother-in-law), subject to discretion of the Hon'ble High Court of Delhi which shall be filed by JD/husband within a month from passing of divorce decree in Second Motion. The complainant/wife undertakes to cooperate in quashing petition by giving her statement and affidavit/NOC or to appear before Hon'ble High Court of Delhi or any other Forum.

iv) The JD/husband shall withdraw the connected case HMA No.2305/2022, Ankit Kumar Vs. Jyoti Karn before filing the 1st Motion Petition.

v) The DH/Wife shall withdraw the present execution petition as well as connected case of DV Act after 1 Motion but before the 2nd Motion petition of Divorce.

vi) The JD/husband shall hand over the passport and miscellaneous items (including three briefcase) etc. to the DH/Wife at the time of signing of the petition of 1st Motion.

5) In case any of the parties fails to comply with any of the terms and conditions of the present settlement, then orring party shall be liable for contempt, as per law and in terms of



the Judgment of "Rajat Gupta Vs. Rupali Gupta" passed by the Hon'ble High Court of Delhi and shall get revive all the conditions as before settlement.

6) Both the parties also undertake not to interfere in the life of each other or their family/ relatives in future. It is categorically stated by both the parties that none of the family members shall contact and visit to each other after passing of the decree of divorce and compounding of the aforesaid matter.

7) It is settled that there shall remain no case/claim/dispute between the parties after compliance of the terms of the present settlement and that none of the parties shall file any civil or criminal proceedings against each other or their family members in future and that if any other case/petition/complaint etc. between the parties is pending in any Court or Authority either against the parties or against their respective family members and whether it is in the knowledge of other party or not, the same shall be withdrawn/got disposed of by the respective party and shall be treated as null and void.

The parties entered into the present Settlement/Agreement voluntarily without any fear, coercion or undue influence from any corner, whatsoever. The parties shall be bound by this settlement and shall co-operate to execute this settlement in every possible manner, whatsoever.

6. The total settlement amount in terms of the settlement deed dated 21.12.2022 is Rs.17,00,000/-. Today, as per the settlement, a demand draft bearing DD No.000150 dated 13.08.2024 drawn from AXIS Bank in the name of Jyoti Karn for the sum of Rs.7,00,000/- is handed over to respondent No.2 in the Court. Respondent No. 2 states that she has received the entire settlement amount.
7. 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.

8. Both parties are present in court and have duly been identified by the IO. Respondent No. 2 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. 488/2021 registered at PS Mukherjee Nagar and all the other proceedings emanating therefrom are quashed.
9. 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.



10. In view of the above, FIR No. 488/2021 registered at PS Mukherjee Nagar and all the other proceedings emanating therefrom are quashed.

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

DINESH KUMAR SHARMA, J

DECEMBER 13, 2024

Pallavi/HT



\$~44 to 46

* **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



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

+ **CRL.M.C. 8005/2024**

SANDEEP SINGH

.....Petitioner

Through: Mr. Sandeep Kaushik, Adv. with
petitioners.

versus

THE STATE (NCT OF DELHI) & ANR.

.....Respondents

Through: Ms. Kiran Bairwa, APP for the State
with SI Dhanjay Gupta, PS Kirti
Nagar.

Mr. R. K. Thakur, Mr. Bhalendu
Mishra, Advs. for R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

13.12.2024

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1. The Present petition has been filed under section 482 Cr.P.C for quashing FIR No 191/2015 registered at PS Kirti Nagar under sections 498A/406/34 IPC and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married the petitioner on 24.01.2012 in accordance with the Sikh 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 FIR.
3. 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 consolidated settlement agreement dated 17.02.2024 at Delhi High court mediation centre.

4. Pursuant to the settlement, it is submitted that the marriage between them has already been dissolved vide *ex-parte* divorce decree on 09.11.2017 as per Sikh rites and ceremonies.
5. Furthermore, the Learned Counsel for the petitioners submits that since the parties have resolved all their differences amicably, therefore, it would be in the interest of justice to quash FIR No 191/2015 registered at PS Kirti Nagar under sections 498A/406/34 IPC and all the other proceedings emanating therefrom.
6. Learned counsel submits that a consolidated settlement was reached between the parties and in compliance thereof Respondent No.2 was paid Rs. 27,00,000/-. However, counsel submits that Respondent No.2 is now not adhering to the terms and conditions of the settlement.
7. I have gone through the settlement deed dated 17.02.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. That the First Party shall withdraw her petition under Section 12 of Domestic Violence Act in CC No. 209/2001 (New No. 5552728/2016) unconditionally against all the respondents including Shri Sandeep Singh within 30 days from the date of signing of the present Settlement Agreement.

2. That the First party shall cooperate in quashing of the FIR No. 191/2015 against the second Party and shall grant no objection for quashing of the FIR. The Second Party shall move quashing petition within one month of signing the present Settlement Agreement.



3. That since Shri Sandeep Singh is declared P.O. pertaining to the said FIR, and his whereabouts were not known but if Sandeep Singh filed any proceedings subsequently for quashing of PO order and the said FIR if not quashed by the Hon'ble Court, the First Party shall not object to it and shall not make any demand against Sandeep Singh other than what has been settled in the present proceedings.

4. That the First Party shall withdraw her execution petition filed for recovery of maintenance from Sandeep Singh bearing Execution Petition No. 51/2018 pending in the Court of Ms. Shivali Talwar, MM, Delhi within 30 days from the date of signing of the present Settlement Agreement.

5. That the Second Party shall withdraw the Crl. M.C. No. 7888/2023 and Crl. M.C. No.2177/2021 on their respective dates of hearing i.e. on 29.02.2024 and 12.03.2024 in terms of the present Settlement Agreement.

6. That the First Party waives her all rights of recovery of maintenance, present, past and future from Sandeep Singh and her right of recovery of dowry/istridhan as complained in FIR No. 191/2015 registered with PS Kirti Nagar, New Delhi in lieu of which the Second Party has agreed to pay in total a sum of Rs.27,00,000/- (Rupees Twenty Seven Lakhs Only) to the First Party in full and final settlement of all her claims against the Second Party and Sandeep Singh in the manner as below:

(a) Rs.13,00,000/- (Rupees Thirteen Lacs Only) vide DD No. 884323 dated 17.1.2024 issued by Punjab & Sind Bank, Vikaspuri Branch, New Delhi shall be paid on signing of the present Settlement Agreement and thereafter the First Party shall withdraw her petition under Domestic Violence Act as well as execution petition mentioned above within 30 days of receiving of the said amount.

(b) Rs.14,00,000/- (Rupees Fourteen Lacs Only) shall be paid before Hon'ble High court of Delhi at the time of making the statement for quashing of the FIR bearing No.191/2015 registered with PS Kirti Nagar, New Delhi against the Second Party with the



condition that she would not make any claim, thereafter against the Second Party or Shri Sandeep Singh, if he moves an application for setting aside the proceedings of P.O. or the present FIR. The amount is being paid in full and final satisfaction of all claims of the First Party including maintenance, istridhan present/past and future alimony.

7. It is also agreed between the parties that they shall withdraw their respective cases as agreed herein and they will cooperate with each other for withdrawal of cases and quashing of FIR as stated above.

8. That the First Party agrees and undertakes that she shall have no claim for past, present and for future maintenance, istridhan, permanent or temporary alimony against the Second Party and/or his family members subject to the fulfillment of all the terms of this Settlement Agreement. The parties agree not to assert any such claims or causes of action against each other and/or their family members in the future.

9. That the parties have thus agreed to withdraw any other legal proceedings, if any, filed by them against each other, in any court of law, subject to the fulfilment of the terms and conditions of the present Settlement Agreement.

10. That both the parties agree and undertake that they shall have no claim or right qua any immovable or movable property of each other or their family members, whether self acquired, HUF or ancestral, under any circumstances now or in future, subject to fulfillment of terms and conditions of the present agreement.

11. That the parties agree that they will not interfere in each other's life and do not have any grievance against each other. In view of the same, they have further undertaken that they shall not level any allegations against each other or each other's family members or cause not to act in a manner so as to harm the reputation and image of each other, in the family or at their work place or in the society at large.



12. That both the parties agree to delete/dispose off from their possession including electronic gadgets, e-space pictures, audio/video recordings or any other personal items. The parties also agree that both of them shall not misuse the same in future against each other for any known/unknown purpose or object.

13. That the parties agree and undertake and assure that they have not filed nor shall file any claim against each other or each other's relatives, themselves or through their relatives, agents, servants or assignees, subject to fulfilment of terms and conditions of the present agreement.

14. In case First Party commits breach of any of the terms of this settlement agreement or withdraws from or fails, for any reason whatsoever, to perform her obligation under this settlement agreement, the First Party shall be liable to return double the amount received by the First Party from the Second Party out of the settlement amount. In case the Second Party commits breach of any of the terms of this settlement agreement or withdraws from or fails, for any reason whatsoever, to perform his obligation under this settlement agreement, the First Party shall be liable to forfeiture of the amount paid by the Second Party to First Party out of the settlement amount. The First Party and the Second Party agree and understand that in the event of either party reneging from the settlement agreement the parties shall be free to take recourse to law as available accordingly.

15. That the parties have executed this agreement without perpetration of any force, undue influence or coercion from any quarter, and the parties shall be stopped in law to assail the validity of any clause/term of the agreement on the ground of the same being void or unlawful.

16. That the parties agree and undertake that they have entered into the present settlement agreement on their own free Will and will abide by the terms and conditions of the present settlement agreement.



8. The total settlement amount in terms of the settlement deed dated 17.02.2024 is Rs.27,00,000/-. It is stated that respondent No. 2 has earlier been given an NOC with respect to the quashing of the present FIR in CrI. M.C. No.2237/224, however, after receiving the settlement amount, she has not given NOC in the present petition. Since the parties at the time of signing the settlement agreement out of their own free will had agreed to the terms and conditions which contain the cooperating in getting the present FIR quashed. Both parties are present in court and have duly been identified by the IO.
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. 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.

11. In view of the above, FIR No 191/2015 registered at PS Kirti Nagar under sections 498A/406/34 IPC and all the other proceedings emanating therefrom are quashed.

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

DINESH KUMAR SHARMA, J

DECEMBER 13, 2024/*Pallavi/HT*



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

+ **W.P.(CRL) 2689/2024**

AMIT KUMAR & ORS.

.....Petitioners

Through: Mr. Vipin Gupta , Mr. Mohit Dhama,
Mr. Sourabh, Advs.(VC)

versus

THE STATE NCT OF DELHI AND ANR

.....Respondents

Through: Mr. Sanjay Lao, SC for the State with
SI Bharat Singh, PS Uttam Nagar.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER
13.12.2024

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1. The present petition has been filed under Article 226 of the Constitution of India r/w Section 482 Cr.P.C. seeking quashing of case FIR No. 798/2021 dated 01.11.2021 under Section 498A/406/34 IPC registered at PS Uttam Nagar and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 12.03.2018 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 FIR.

3. 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 09.07.2024.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 09.07.2024 as per Hindu rites and ceremonies.
5. Furthermore, the Learned Counsel for the petitioners submits that since the parties have resolved all their differences amicably, therefore, it would be in the interest of justice to quash FIR No. 798/2021 dated 01.11.2021 under Section 498A/406/34 IPC registered at PS Uttam Nagar and all the other proceedings emanating therefrom.
6. I have gone through the settlement deed dated 09.07.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

NOW THIS DEED OF DIVORCE WITNESSETH AS UNDER:-

1. That henceforth both the parties to this deed shall have no connection with each other.
2. That on today with our own free WILL, consent, we seek to separate from each other and not interested to live with each other as husband-wife, because there is so many differences, disputes arise from the 5 Years, which is continuously increasing day by day, and we are not in position to adjust with each other, and from the last more than 5 Years, both are living separately.
3. That the second party has received all her belongings, dowry articles mentioned at below from the first party as settlement INDIA.
4. That second party received Rs.55,000/- (Rupees Fifty Five Thousand Only) from first party.



2 ANNEXURE-B

All articles

1. पिता की सोने की रिंग
2. माँ की सोने के टॉप्स
3. लड़के की सोने की रिंग
4. 2 3/4 सोने का लड़की
5. 2 सोने की रिंग लड़की
6. सोने का तिलक
7. एक जोड़ी सोने के लड़की के झुमके
8. सोने की ध्वनि लड़के की
9. घड़ी लड़के और लड़की
10. एक जोड़ी चाँदी पायल
11. चाँदी का सेट
12. एक जोड़ी चाँदी की चुटकी
13. एक जोड़ी पायल और 3 जोड़ी चुटकी
14. 1 नारियल चाँदी का
15. 1 चाँदी का सिक्का 10 रुपया का
16. 1 चाँदी का हाथ फूल
17. 1 राम नौमी चाँदी का
18. 1 जोड़ी कड़े चाँदी के
19. 1 गोछा चाँदी का
20. एक जोड़ी जेठानी के पायल चाँदी के
21. एक सन्दूक मोदरेज का
22. बर्तन
23. 2 कन्वल
24. 1 AC हिताची का 1.5 ton split
25. जूलर मिक्सर सेन्डर
26. मिश्रीवादे
27. आयरन
28. वाल घड़ी
29. 1 बाइक बुलेट क्लासिक 350 (DL10SV2279)
30. डबल डोर फ्रिज
31. ड्रेसिंग टेबल
32. 1 कलरा
33. करपेट
34. अलमारी

Cont....

3 ANNEXURE-B 35

5. That second party father's SH. RAJPAL will receive all the dowry articles from the first party elder brother MR. RAVI KUMAR.

6. That both the parties shall live separately and neither of the party shall file any complaint or case etc. against the other party.

7. That in future parties shall have no concern to each other in any manner, and if any of us want to make re-marriage with any other girl/boy, their legal heirs, nominees, shall have no concern with the same and shall not raise any objection.

8. That now everything is settled amicably between us and nobody will file any case in any manner against each other in any court of law, association or anywhere.

9. That in future second party will not take any legal action against first party and second party close the said FIR No.798/21 Case.

10. That both parties will seek divorcee from court within 6 Month due to mutual concern.

11. That the above statements are true and correct, and we have executed this agreement-cum-divorce with our sound mind and good health.

In witness whereof both the parties have signed on this separation deed on the, day, month and year first above mentioned and in the presence of following witnesses.

WITNESSES:-

1. FIRST PARTY/HUSBAND
2. SECOND PARTY/WIFE

19 JUL 2024
ATTESTED
NOTARY PUBLIC

This is a digitally signed order.

The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above.

The Order is downloaded from the DHC Server on 20/12/2024 at 12:45:48



7. The total settlement amount in terms of the settlement deed dated 09.07.2024 is Rs.55,000/-. Respondent No. 2 states that she has received the entire settlement amount.
8. 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.
9. Both parties are present in court and have duly been identified by the IO. Respondent No. 2 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. 798/2021 dated 01.11.2021 under Section 498A/406/34 IPC registered at PS Uttam Nagar and all the other proceedings emanating therefrom are quashed.
10. 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.

11. In view of the above, FIR No. 798/2021 dated 01.11.2021 under Section 498A/406/34 IPC registered at PS Uttam Nagar and all the other proceedings emanating therefrom are quashed.
12. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 13, 2024

Pallavi/HT



\$~14

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

+ **CRL.A. 423/2024, CRL.M.(BAIL) 739/2024**

JITENDER @ RAJU

.....Appellant

Through: Mr. Rohan J. Alva, Adv (DHCLSC)
Mr. Anant Sanghi, Adv.

versus

STATE (NCT OF DELHI)

.....Respondent

Through: Mr. Mukesh Kumar, APP for the state
with SI Gajal Singh, PS Krishana
Nagar.
Mr. Yogendra Mishra, Adv. for R-2
with respondent-2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

17.12.2024

%

CRL.A. 423/2024, CRL.M.(BAIL) 739/2024

Let the matter be heard on merits.

In the meantime, both the parties are directed to file brief written submissions not exceeding three pages along with relevant judgments they wish to rely upon within four weeks with an advance copy to the opposite party.

List on 12.02.2025.

DINESH KUMAR SHARMA, J

DECEMBER 17, 2024

Pallavi/KR



\$~12

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

+ CRL.A. 40/2018,

GOKUL CHAND AGGARWAL

.....Appellant

Through: Md. Shahid Anwar, Mohd. Uvais,
Mohd. Bilal, Mr. Vinamra Singhal,
Advs.

versus

CBI

.....Respondent

Through: Mr.Ravi Sharma, SPP for CBI with
Mr. Swapnil Choudhary, Mr. Ishaan
Bhardwaj, Mr. Sagar, Ms. Madhulika
Rai Sharma, Advs.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

17.12.2024

%

CRL.M.(BAIL) 1815/2024 in CRL.A.40/2018

CRL.M.A.8054/2023 in CRL.A.40/2018

A report was called from the Jail Superintendent in terms of order dated 27.11.2024. The same is not on the record.

Let it be brought on the record.

List on 30.01.2025.

cDINESH KUMAR SHARMA, J

DECEMBER 17, 2024

Pallavi/KR



\$~11

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

+ **BAIL APPLN. 4216/2024**

REHAN

.....Petitioner

Through: **Mr. Ikrant Sharma, Adv.(VC)**

versus

STATE OF NCT OF DELHI

.....Respondent

Through: **Mr. Mukesh Kumar, APP for the
State**

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

17.12.2024

%

After some submissions, learned counsel for the petitioner seeks permission to withdraw the present petition with liberty to file an appropriate application in accordance with the law.

Accordingly, the present petition along with pending applications, if any, stands dismissed as withdrawn with the liberty as prayed for.

DINESH KUMAR SHARMA, J

DECEMBER 17, 2024

Pallavi/KR



\$~10

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

+ **BAIL APPLN. 4129/2024**

TARUN ALIAS KALU

.....Petitioner

Through: Mr.S. K. Sharma, Mr. Yugant Kuhar,
Advs.

versus

STATE GOVT OF NCT OF DELHI

.....Respondent

Through: Ms. Meenakshi Dahiya, APP for the
state with Inspector Ravi Prakasi
Meena, PS J. P. Kallan, Dwarka,
District with Inspector Raj Kumar,
SPL. Branch.

Mr. Samarth Krishan Luthra, Mr.
Ashwani Dagar, Mr. Shrey K
Brahmbhatt, Advs. for victim/father
of deceased

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

%

17.12.2024

CRL.M.A. 33985/2024 (Exemption)

Exemption allowed, subject to all just exceptions. Application stands
disposed of.

BAIL APPLN. 4129/2024

1. Learned APP for the State submits that status report has been filed
however, the same is not on the record.
2. Let the same be brought on the record. However, hard copy of the
status report has been shared.
3. Perusal of the status report indicates that the brother of the deceased



Vikram @Vicky has been threatened by the accused and his associates and in this regard a complaint has already been registered bearing No.81760032401999 at police Post Dwarka Courts.

4. IO states that he yet to make inquiry regarding the same. Let the inquiry be made about the same and file the status report.
5. In the meantime, a Report also be called from the learned Trial Court regarding the status of the trial. The report should mention the numbers of witnesses examined and who are yet to be examined alongwith calendar of witnesses examined so far and to be examined.
6. Learned counsel for the petitioner submits that he will also file a report indicating the witnesses examined so far.
7. List on 22.01.2025.

DINESH KUMAR SHARMA, J

DECEMBER 17, 2024

Pallavi/KR



\$~75

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(CRL) 696/2022**
RAJNISH KUMAR BISWAKARMA & ORS.Petitioners
Through: **Mr. Vivek Sharma, Adv.(VC)**
versus

THE STATE & ANR.Respondents
Through: **Mr. Yasir Rauf Ansari, ASC with Mr. Alok Sharma, Mr. Vasu Agarwal, Advs. with SI Vivek Nandan, PS M.S. Park, ASI Usha, PS Vivek Vihar.**
Mr. Sudhir Tewatia, Adv.for R-2(VC)

CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

% **ORDER**
17.12.2024

The matter is listed on office note.

In terms of the order dated 21.11.2024, the present petition is restored to its original number.

Learned counsel for respondent No.2 seeks time to file the counter affidavit.

Let a counter affidavit be filed within four weeks with an advance copy to the opposite party.

List the matter for hearing on 07.02.2025.

In the meantime, as per the orders of the Supreme Court, the interim order dated 10.04.2024 shall continue.

DINESH KUMAR SHARMA, J

DECEMBER 17, 2024/Pallavi/HT



\$~74

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

+ **CRL.M.C. 9313/2024**

YOGESH VATS

.....Petitioner

Through: Mr.Shashank Shekhar Jha, Mr.Archit Kaushik, Ms. Priyanka Thakur, Mr. Bramhaush Bhardwaj, Advs.

versus

STATE OF NCT OF DELHI AND ANR.

.....Respondents

Through: Mr. Mukesh Kumar, APP for the State with WSI Shiksha, PS Dwarka North, New Delhi.
Mr. Sudhir Sanga, CGSC for UOI
Mr.Neeraj Dahiya Adv. for R-2/
Complainant (VC)

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

%

17.12.2024

CRL.M.A. 35699/2024 (Exemption)

Exemption allowed, subject to all just exceptions. Application stands disposed of.

CRL.M.C. 9313/2024

1. Sh. Sudhir Sanga, learned Central Government Standing Counsel has appeared for the UOI and has apprised all the facts and circumstances in accordance with the law.
2. Learned CGSC for the UOI seeks some time to take instructions on whether the Indian Passport of the petitioner can be seized by the Councillor General, Toronto, Canada on his arrival and retained the same with done till the petitioner completes his course at Sheridan



College, Canada University and the Councillor General shall ensure that on completion of the course, the petitioner is sent back to the country immediately.

3. Learned CGSC for the UOI may also suggest any other way to ensure that the petitioner returns to India and attends the trial after the completion of his course in Canada.
4. List on 19.12.2024.

DINESH KUMAR SHARMA, J

DECEMBER 17, 2024

Pallavi/HT



\$~3

*

IN THE HIGH COURT OF DELHI AT NEW DELHI

+

BAIL APPLN. 2055/2024

SAROJ JAIN

.....Petitioner

Through: Mr.Ajay Kumar Pipaniya, Mr. Paras
Punyani, Ms. Nikita Garg, Mr.
Turang Pandit, Advs.

versus

STATE (GOVT. OF NCT OF DELHI)

.....Respondent

Through: Ms. Meenakshi Dahiya, APP for the
State with SI Shubham PS Maurya
Enclave
Mr.Shubham Aggarwal, Adv.(VC)

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

18.12.2024

%

CRL.M.A. 37521/2024 in BAIL APPLN. 2055/2024

Learned counsel for the petitioner submits that till date they have not received the summons and for that reason they could not apply for the bail as directed vide order dated 04.09.2024.

IO states that next date of hearing before the learned Trial Court is 18.01.2024

The petitioner is directed to move an application for bail within a week of receipt of summons in terms of order dated 04.09.2024.

With these observations, the present application stands disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 18, 2024

Pallavi/Smg



\$~54

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

+ **BAIL APPLN. 2053/2024**

NISHA JAIN

.....Petitioner

Through: Mr.Ajay Kumar Pipaniya, Mr. Paras
Punyani, Ms. Nikita Garg, Mr.
Turang Pandit, Advs.

versus

STATE (GOVT. OF NCT OF DELHI)

.....Respondent

Through: Ms. Meenakshi Dahiya, APP for the
State with SI Shubham PS Maurya
Enclave

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

% **18.12.2024**

CRL.M.A. 37590/2024 in BAIL APPLN. 2053/2024

Learned counsel for the petitioner submits that till date they have not received the summons and for that reason they could not apply for the bail as directed vide order dated 04.09.2024.

IO states that next date of hearing before the learned Trial Court is 18.01.2024

The petitioner is directed to move an application for bail within a week of receipt of summons in terms of order dated 04.09.2024.

With these observations, the present application stands disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 18, 2024

Pallavi/Smg



\$~55

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

+ **BAIL APPLN. 2054/2024**

SONIA AGGARWAL

.....Petitioner

Through: Mr.Ajay Kumar Pipaniya, Mr. Paras
Punyani, Ms. Nikita Garg, Mr.
Turang Pandit, Advs.

versus

STATE (GOVT. OF NCT OF DELHI)

.....Respondent

Through: Ms. Meenakshi Dahiya, APP for the
State with SI Shubham PS Maurya
Enclave

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

% **18.12.2024**

CRL.M.A. 37589/2024in BAIL APPLN. 2054/2024

Learned counsel for the petitioner submits that till date they have not received the summons and for that reason they could not apply for the bail as directed vide order dated 04.09.2024.

IO states that next date of hearing before the learned Trial Court is 18.01.2024

The petitioner is directed to move an application for bail within a week of receipt of summons in terms of order dated 04.09.2024.

With these observations, the present application stands disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 18, 2024

Pallavi/Smg



\$~58

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

+ **BAIL APPLN. 4658/2024**

G. VENKATESWAR DORA

.....Petitioner

Through: Mr.Tadimalla Bhaskar Gowtham, Ms.
Ekta Swarup, Mr. Abhishek S., Advs.

versus

STATE NCT OF DELHI

.....Respondent

Through: Ms. Meenakshi Dahiya, APP for the
State with SI Narender, PS Vikaspuri.
Mr.Sanyam Khetarpal, Mr. Nitesh
Goyal, Ms. Lisa Sanskrit, Adv. for
R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

18.12.2024

%

CRL.M.A. 38118/2024 (Exemption)

Exemption allowed, subject to all just exceptions. Application stands disposed of.

BAIL APPLN. 4658/2024

1. The present bail application has been filed seeking anticipatory bail in FIR No. 46/2024 u/s 385/384/389 IPC registered at P.S. Vikas Puri.
2. Learned counsel for the petitioner has challenged the order dated 20.11.2024 in Bail Matters 2093 of 2024 titled '*Sate v. G. Venkateswar Dora*' whereby the anticipatory bail application has been dismissed by the learned District and Sessions judge south west district, Dwarka, New.
3. Briefly stated the case of the prosecution is that Dr. Nitin Mohan, a



psychologist and life coach/complainant filed a criminal complaint against eight individuals including the petitioner, alleging extortion, criminal breach of trust, cheating, criminal conspiracy, data theft, and defamation. It was alleged that the accused, who were initially Dr. Mohan's students, conspired to steal confidential business data, including client lists and teaching materials, and used this information to blackmail, intimidate, and defame him. The accused reportedly created a WhatsApp group named "Well Wisher" to disseminate false information about Dr. Mohan, incite other students against him, and facilitate the sale of his proprietary data. Under duress, Dr. Mohan allegedly transferred Rs.8.13 lakh to one of the accused, Venkatesh Dora, who had demanded the money in exchange for not disclosing the stolen data. It was further alleged that despite the complainant sending legal notices, the harassment intensified, this included acts of trespassing into his office, threatening his staff, stealing documents, and creating defamatory content using fabricated audio recordings. The accused's continued actions have allegedly caused significant harm to the complainant's reputation, personal safety, and business interests, prompting him to seek police protection and initiate legal proceedings. Consequently, the present FIR was lodged.

4. Learned counsel for the petitioner submitted that the complaint is frivolous, malicious, and an abuse of the legal process intended to harass the petitioner. It is submitted that the case does not satisfy the essential ingredients of the offence under Section 385 IPC. Further, it has been submitted that the Memorandum of Understanding (MOU) dated 18.09.2023 was executed between the parties, and there is no



indication of criminal intent attributable to the petitioner. Moreover, learned counsel for the petitioner has submitted that prior to the execution of the MOU, an FIR had already been registered against the complainant in Bhubaneswar.

5. Issue notice.
6. Learned APP for the State submits that the Trial Court has rightly rejected the bail application of the petitioner. It has been submitted that the petitioner is not cooperating with the investigation, and custodial interrogation is necessary for the proper inquiry into the matter.
7. Let Status report be filed.
8. Sh. Sanyam Khetarpal, learned counsel for the complainant has also vehemently refuted the averments made by the petitioner. He submits that no FIR has been lodged against the complainant,, the petitioner had in fact moved a complaint before the Economic Offence Wing, Bhuvneshar which was transferred to Economic Offence Wing, Delhi. It has also been stated that even the NBWs were issued against the petitioner.
9. Let the detailed reply be filed by the complainant.
10. List on 13.02.2025.

DINESH KUMAR SHARMA, J

DECEMBER 18, 2024

Pallavi/Smg



\$~59

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

+ **BAIL APPLN. 4665/2024**

MANTHAN PASWAN @ MONU

.....Petitioner

Through: Mr. Sahil Malik, Adv.

versus

THE STATE GOVT OF NCT OF DELHI AND ANR.....Respondents

Through: Mr. Mukesh Kumar, APP for the
State with SI Sumit Singh, PS I P
Estate

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

18.12.2024

%

CRL.M.A. 38154/2024 (Exemption)

Exemption allowed, subject to all just exceptions. Application stands disposed of.

BAIL APPLN. 4665/2024

1. The present petition is filed on behalf of the petitioner for grant of regular bail under Section 483 of B.N.S.S.(439 Cr.P.C.) in case FIR No. 0223/2024 under Sections 109(1)/221/132/121/61(1)(a)/3(5) BNS registered at P.S. I.P. Estate. The petitioner has been in custody for the last more than five months. The charge sheet has stated to have been filed.
2. Issue notice. Leaned APP for the State has accepted the notice.
3. Learned APP submits that it is a serious case where a police constable was attacked while he was preventing the accused persons from



consuming liquor in a public place.

4. Let status report be filed.
5. List on 30.01.2025.
6. In the meantime, let the updated nominal roll be called from the concerned Jail Superintendent.

DINESH KUMAR SHARMA, J

DECEMBER 18, 2024

Pallavi/Smg



\$~61

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.A. 1196/2024, CRL.M.As. 38121-22/2024**

DM

.....Appellant

Through: Mr. Naman Kumar, Adv.(VC)

versus

STATE GOVT. OF NCT OF DELHI AND ANR.Respondents
Through: Mr. Hemant Mehla, APP for the State
with SI Kishan Chand, PS Dwarka
South

CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

18.12.2024

%

CRL.M.A. 38120/2024(Exemption)

Exemption allowed, subject to all just exceptions. Application stands disposed of.

CRL.A. 1196/2024

1. The present appeal has been filed challenging the order/judgment dated 30.07.2024 passed by the Learned ASJ (FTSC) (RC), South-West District, Dwarka Court in case bearing Misc/DJ/ASJ/127/2019 titled, '*DM v. Hemant Lamba*' whereby the application of the petitioner under Section 340 Cr. PC has been dismissed.
2. Issue notice.
3. Learned APP for the state has accepted the notice and seeks time to file the status report.



4. Let status report be filed.
5. Let Notice be issued to the respondent No.2 through all permissible modes upon taking steps by the petitioner, returnable on 22.04.2025.
6. In the meantime, TCR be requisitioned in the digital format before the next date of hearing.

DINESH KUMAR SHARMA, J

DECEMBER 18, 2024

Pallavi/Smg



\$~57

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

+ **BAIL APPLN. 4653/2024**

VIJAY@BHURI

.....Petitioner

Through: Mr. Aashish Kumar Sharma,
Adv.(VC)

versus

THE STATE GOVT. OF NCT OF DELHI

.....Respondent

Through: Ms. Meenakshi Dahiya, APP for the
State with Inspector Umesh Sati, ER-
II, Crime Branch
Mr. Amit Dwivedi, Mr. Joel, Mr.
kailash Chandra Kukreti, Mr. Ujjwal
Gopala, Advs.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

%

18.12.2024

CRL.M.A. 38104/2024 (Exemption)

Exemption allowed, subject to all just exceptions. Application stands disposed of.

BAIL APPLN. 4653/2024

1. The present petition has been filed under Section 439 Cr.P.C./483 BNSS for grant of regular bail in FIR No. 188/2019 registered at PS Vivek Vihar, under Sections 302/34 IPC. The petitioner is stated to be in custody since 20.05.2019.
2. Learned counsel for the petitioner has submitted that out of 30 witnesses, only four have been examined. Learned counsel also submits that the post mortem report attributes death to natural causes. It has been submitted that at best the case under Section 304 IPC is made out.



3. Issue notice.
4. Learned APP for the State accepts the notice and seeks time to file the status report.
5. Let status report be filed.
6. Learned counsel for the complainant accepts the notice and seeks time to file short reply.
7. Let short reply be filed.
8. List on 05.02.2025.
9. In the meantime, learned Trial Court is requested to submit a report regarding the status of the trial in the present case before the next date of hearing.
10. Let the updated nominal roll be also called from the concerned Superintendent jail before the next date of hearing.

DINESH KUMAR SHARMA, J

DECEMBER 18, 2024

Pallavi/Smg