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

+ **W.P.(CRL) 4012/2024**

**AMIT GUPTA & ANR.**

.....Petitioners

Through: Mr. Nitin Rai Sharma, Advocate with  
petitioner in person.

versus

**THE STATE OF NCT OF DELHI & ANR.**

.....Respondents

Through: Mr. Sanjay Lao, Standing Counsel  
with Mr. Priyam Aggarwal and Mr.  
Abhinav Kumar Arya, Advocates  
with SI Mahesh Rawat, PS.  
Safdarjung Enclave  
Mr. Akhil Gawga, Advocate with  
Respondent no. 2 in person.

**CORAM:**

**HON'BLE MR. JUSTICE VIKAS MAHAJAN**

**ORDER**

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**23.12.2024**

**CRL.M.A. 38710/2024 (exemption)**

1. Allowed, subject to all just exceptions.
2. Application stands disposed of.

**W.P. (CRL.) 4012/2024**

3. The present petition has been filed under Section 528 of BNSS, 2023 seeking quashing of FIR No. 0259 /2022 under Section 498-A IPC registered at Police Station Safdarjung Enclave, New Delhi and all consequential proceedings emanating therefrom on the ground that the parties have arrived at a settlement.
4. Issue notice. The learned APP for the State as also the learned counsel



appearing on behalf of respondent no. 2 accepts notice. He submits that since the FIR is an outcome of a matrimonial dispute and the parties have arrived at a settlement, the State has no objection in case the FIR in question is quashed.

5. The petitioner no.1 (former husband), as well as, respondent no. 2 (former wife) are present in the Court and they have been identified by their respective counsel and by the Investigating Officer/SI Mahesh Rawat.

6. The brief facts of the case are that the marriage between the petitioner no.1 and respondent no. 2 was solemnized on 20.04.2007 according to Hindu Rites and Customs. Out of the said wedlock, two male children, namely, Aditya and Ahaan were born on 13.02.2008 and 12.03.2014, respectively.

7. On account of temperamental issues certain disputes arose between the parties and they started living separately. The dispute between the parties also led to the registration of present FIR.

8. During the pendency of the proceedings, both the parties arrived at settlement, terms whereof were reduced in writing in the form of Memorandum of Understanding dated 22.12.2024, which is annexed as Annexure-B to the present petition.

9. It is a term of settlement that the petitioner no.1 shall pay a total sum of Rs. 50 lakhs to the respondent no.2 towards full and final settlement of all her claims on account of *streedhan*, permanent alimony, dowry articles, maintenance (past, present and future) etc. The said amount of Rs. 50 lakhs has already been paid by the petitioner to the respondent no. 2, the receipt of which is acknowledged by the respondent no.2, who is present in court.

10. The respondent no.2, on a query posed by the Court, states that she



has no objection in case the FIR is quashed.

11. In view of the fact that the parties have arrived at a settlement, no useful purpose will be served in continuing the proceedings, rather the same would create further acrimony between them.

12. It is, thus, in the interest of justice that the present FIR and all the other proceedings emanating therefrom be quashed.

13. Consequently, the petition is allowed and the FIR No. 0259 /2022 under Section 498-A IPC registered at Police Station Safdurjung Enclave, New Delhi alongwith all other proceedings emanating therefrom, is quashed.

14. The petition stands disposed of in the above terms.

**DECEMBER 23, 2024**  
**‘rs’**

**VIKAS MAHAJAN, J**