



\$~65

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

+ CRL.M.C. 10174/2024

ASHISH CHADHA & ORS.

.....Petitioners

Through: Mr. Dilip Gupta and Mr. Vipin
Sharma, Advocates.
Petitioners in court.

versus

STATE (GOVT. NCT OF DELHI) & ANR.

.....Respondents

Through: Mr. Hitesh Vali, APP for the State
with SI Dhiraj Singh, P.S.: Shalimar
Bagh, Delhi.
Ms. Madhu Sharma, Advocate for R-
2.
R-2 in court.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

% **23.12.2024**

CRL.M.A. 39014/2024 (exemption)

Exemption granted, subject to just exceptions.

The application stands disposed-of.

CRL.M.C. 10174/2024

By way of the present petition filed under section 528 of the Bharatiya Nagarik Suraksha Sanhita 2023, the petitioners, who are the former husband and in-laws of the complainant/respondent No.2, seek quashing of case FIR No. 0597/2016 dated 17.09.2016 registered under sections 498-A/406/34 of the Indian Penal Code, 1860 ('IPC') at P.S.: Shalimar Bagh, Delhi.

2. The petition is premised on Memorandum of Understanding dated 07.07.2024 ('MoU'); and Divorce Decree dated 03.09.2024, which is the culmination of petitions under sections 13B(1) and 13B(2) of the



Hindu Marriage Act 1955, whereby the parties had sought dissolution of their marriage by mutual consent.

3. The petition is supported by affidavits of the petitioners, as also of respondent No. 2, alongwith proof of their IDs.
4. The contesting parties are present in court. Their credentials have been verified and they have also been identified by the Investigating Officer and by their respective counsel.
5. The parties have confirmed that one child, viz Master Arav Chadha, was born from the wedlock, who is minor as of date.
6. No appeal is stated to have been filed from the divorce decree.
7. The court has interacted with respondent No. 2, who confirms that she has taken divorce by mutual consent; and that an MoU has been signed between the parties. Respondent No.2 submits that she was not to receive any compensation or permanent alimony under the terms of the MoU but as per clause (e) of the MoU, petitioner No.1 has undertaken to pay a sum of Rs.21,000/- per month as maintenance for their son - Master Arav Chadha - who is presently about 10 years of age until the son attains majority. She further submits, that from the time of execution of the MoU, petitioner No.1 has been paying the said maintenance every month.
8. Upon being queried, petitioner No.1 undertakes to scrupulously abide by the aforesaid commitment to pay the sum of Rs.21,000/- per month on before the 10th day of every month, towards maintenance of his son by crediting the same directly into the bank account of respondent No.2 till the son attains the age of majority.



9. Mr. Hitesh Vali, learned APP appearing on behalf of the State confirms that the State has no objection to the subject FIR being quashed.
10. In the circumstances, in line with the law laid down by the Supreme Court in ***Gian Singh vs. State of Punjab & Anr.*** reported as (2012) 10 SCC 303 as also in ***Narinder Singh & Ors. vs. State of Punjab & Anr.*** reported as (2014) 6 SCC 466, this court sees no reason why the subject FIR and all proceedings emanating therefrom should not be quashed. This court is of the view that in light of the settlement between the contesting parties, continuing with the subject FIR and all subsequent proceedings would be an exercise in futility and would not be conducive to peace and harmony between the parties.
11. It is made clear that nothing in the MoU would affect the right of the minor child to meet his father, if and when he so desires, subject to logistical convenience of the parties.
12. Needless to add that the settlement between the parties leading to the closure of all criminal proceedings by way of the present order will in no way affect the property rights and other rights of the minor child, namely Master Arav Chadha *vis-à-vis* his father, as may be available under law, in any manner whatsoever.
13. Accordingly, case FIR No. 0597/2016 dated 17.09.2016 registered under sections 498-A/406/34 IPC at P.S.: Shalimar Bagh, Delhi is quashed. All proceedings arising therefrom also stand closed.
14. It is also clarified that respondent No.2 shall be at liberty to revive the present proceedings in the event of any default by the petitioner in payment of child maintenance as specified above.



15. It is made clear that non-payment of the maintenance amount, as undertaken, may also amount to contempt of court.
16. The petition stands disposed-of.
17. Pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

DECEMBER 23, 2024

SS