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

+ **CRL.M.C. 314/2025**

DHARMENDER & ANR.

.....Petitioners

Through: Mr. Amit Gaba, Advocate.
versus

THE STATE & ANR.

.....Respondents

Through: Mr. Shoaib Haider, APP for the State
with SI Sunder Singh, PS Nangloi,
Delhi with SI Jitender Kumar, PS
Nangloi.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

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23.05.2025

CRL.M.A. 1612/2025 (Exemption)

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

CRL.M.C. 314/2025

3. Petition under Section 482 of the Code of Criminal Procedure, 1973 (*hereinafter referred to as 'Cr.PC'*)/under Section 528 of the Bharatiya Nagarik Suraksha Sahita, 2023 (*hereinafter referred to as 'B.N.S.S.'*) has been filed on behalf of the Petitioners, for quashing of the FIR No. 619/2015 under Section 498-A/406/34 of the Indian Penal Code, 1860 (*hereinafter referred to as 'IPC'*) reregistered at Police Station Nangloi, Delhi and all the consequential proceedings emanating therefrom.
4. Issue Notice.
5. On advance Notice, learned APP has appeared and accepts the Notice on behalf of the State.

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6. Brief facts of the case are that the marriage was solemnized between the Petitioner No.1/husband and the Respondent No. 2/wife on 13.03.2013 according to the Hindu rites and ceremonies and a female child, namely, Kashish was born out of the said wedlock.

7. It is further submitted that on the Complaint of the Respondent No. 2, an FIR No. 619/2015 under Section 498-A/406/34 IPC got reregistered at Police Station Nangloi, Delhi, against the Petitioners. It is stated that due to temperamental differences, they have been residing separately since 24.03.2015.

8. The matter has been amicably settled between the parties *vide* Settlement Deed on 08.02.2018, before the learned Principal Judge (West), Tis Hazari Courts, Delhi, which bears the signatures of all the parties and both the parties have settled all their grievances. In the Settlement Deed, it was agreed between the parties that the Petitioner No.1 shall pay the total amount of Rs.40,000/-to the Respondent No. 2 with articles as full and final settlement (*against stridhan and dowry, maintenance towards past, present and future*). It was also agreed that Rs.20,000/-shall be paid by the Petitioner No.1 to the Respondent No.2 at the time of recording of the Statement of second motion before the learned Trial Court and the balance amount of Rs.20,000/- shall be paid by the Petitioner No. 1 to the Respondent No. 2 at the time of quashing of the said FIR before this Court. It was also agreed that the custody of the child will remain with the Respondent No. 2. It was further agreed that the parties shall withdraw all the pending cases against each other.

9. The parties are present in person and have been identified by their learned counsel and the Investigating Officer concerned. It is submitted by

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learned Counsel for the Respondent No. 2 that the settlement amount of Rs.40,000/- has already been paid by the Petitioner No. 1.

10. It is also stated that on 01.05.2019, the marriage between the Petitioner and the Respondent No. 2, had been dissolved by mutual consent, as per the Hindu law.

11. The Statements of the parties have already been recorded before the learned Joint Registrar. They have entered into the Settlement voluntarily and without any fear and coercion and undertake to remain bound by the terms of the said Settlement.

12. Considering the nature of the allegations and that they have settled the matter, the FIR No. 619/2015 under Section 498-A/406/34 IPC got reregistered at Police Station Nangloi, Delhi and all the consequential proceedings emanating therefrom are quashed. The custody of the child is with the Respondent No. 2. It is hereby clarified that the said Compromise is without prejudice to the rights and entitlement of the child.

13. The Petition is disposed of accordingly.

NEENA BANSAL KRISHNA, J

MAY 23, 2025/RS