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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
 % *Date of decision: 21st February, 2025*

+ **CRL.M.C. 543/2025**

1. AMIT CHAWLA
S/o Sh. Laxmi Narain ChawlaPetitioner No.1
 2. Mrs. NEELIMA Chawla
W/o Sh. Laxmi Narain Chawla ...Petitioner No.2
Through: Counsel for Petitioners (appearance
not given).
- versus
1. STATE OF NCT OF DELHI ...Respondent No.1
 2. POOJA CHAWLA
D/o Sh. Mohan Lal MalhotraRespondent No. 2
Through: Mr. Nawal Kishor Jha, APP for the
State.

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T (oral)

CRL.M.A. 2628/2025 (Exemption)

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

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3. The Petition under Section 482 of the Code of Criminal Procedure, 1973 (*hereinafter referred to as 'CrPC'*) has been filed on behalf of the Petitioners seeking quashing of FIR No. 136/2016 under Section 498A/406/34 of the Indian Penal Code, 1860 (*hereinafter referred to as*



'IPC') registered at Police Station K.N. Katju Marg, Rohini, Delhi and all the proceedings emanating therefrom.

4. Issue Notice.

5. Mr. Nawal Kishor Jha, learned APP appearing on advance Notice, accepts Notice on behalf of the State.

6. Brief facts of the case are that the marriage was solemnized between the Petitioner No. 1 and the Respondent No. 2 on 22.10.2012, according to the Hindu rites and ceremonies and one male child, namely, Mansh Chawla was born out of the said wedlock.

7. It is further submitted that on 14.12.2015, on the complaint of the Respondent No. 2, an FIR No. 136/2016 under Section 498A/406/34 of the IPC registered at Police Station K.N. Katju Marg, Rohini, Delhi

8. It is stated that the Petitioner No. 1 and the Respondent No. 2 have amicably settled all the disputes and differences between them and arrived at Settlement *vide* Memorandum of Settlement (MOU) dated 31.07.2024. In terms of the MOU, the Statement of the parties have already been recorded. In the MOU, it was *inter alia* settled between the parties that the Respondent No. 2/wife and the Petitioner No. 1/husband shall dissolve their marriage by decree of mutual consent. It is stated that the Petitioner No.1/husband shall pay a sum of Rs.15,00,000/- towards full and final settlement of all the claims of the Respondent No. 2/wife, in seven instalments. It is also stated that the Petitioner No. 1 shall pay first instalment of Rs.3,00,000/- at the time of signing the MOU along with the First Motion of Mutual Consent Divorce Petition at Rohini District Courts; the second instalment of Rs.2,00,000/- shall be paid to the Respondent No. 2 at the time of recording



of her Statement in the First Motion-Mutual Consent Divorce proceedings in the Rohini District Courts; the third instalment of Rs.1,00,000/- shall be paid to the Respondent No. 2 at the time of passing of Orders in her Application for withdrawal of the Domestic Violence Petition bearing D.V. Petition No. 3226/2017 at Rohini District Courts; the fourth instalment of Rs.1,00,000/- shall be paid to the Respondent No. 2 at the time of withdrawal of the Execution Petition No. 8/2021 pending in the Rohini District Courts, Delhi; the fifth instalment of Rs.1,00,000/- shall be paid to the Respondent No. 2 at the time of withdrawal of HMA Petition No. 819/2021 and Contempt Case No. 9/22 and GP 18/2021 pending in the Rohini Courts, Delhi; the sixth instalment of Rs.2,00,000/- shall be paid by the Petitioner No. 1 at the time of grant of Decree of Dissolution of Marriage by mutual consent in the Second Motion Petition and the seventh instalment of Rs.5,00,000/- shall be paid by the Petitioner No. 1 to the Respondent No. 2 in two parts i.e. Rs.3,00,000/- shall be paid at the time of quashing of the proceedings and remaining amount of Rs.2,00,000/- shall be paid by the Petitioner No. 1 to the Respondent No. 2.

9. It is stated that a sum of Rs.13,00,000/- has already been paid by the Petitioner No. 1 to the Respondent No. 2/wife while the remaining amount of Rs.2,00,000/- are undertaken to be paid by the Petitioner No. 1 to the Respondent No. 2/wife in the learned Trial Court.

10. It is also stated that on 28.11.2024, the marriage between the Petitioner No. 1 and the Respondent No. 2, had been dissolved as per the Hindu law.

11. In view of the Settlement Deed dated 31.07.2024, the present Petition



has been filed.

12. The parties are present before this Court in-person today and have been identified by their learned counsel and Investigating Officer concerned. The parties have endorsed the amicable settlement and accepted the terms thereof voluntarily.

13. The parties have undertaken to remain bound by the terms of the Settlement.

14. The parties have submitted that all the disputes have been amicably settled *vide* MOU dated 31.07.2024 and thus, no fruitful purpose will be served in continuing with the FIR.

15. The present Petition has been signed by the Petitioner No.1 and is supported by his Affidavit. The parties have reaffirmed the terms of the settlement arrived at *vide* MOU dated 31.07.2024 and they also submit that the said MOU dated 31.07.2024 has been arrived at between the parties, without any pressure and coercion.

16. Today, the Respondent No. 2/wife, who is present in the Court, states that she has received all amounts due to her and has no objection if the FIR is quashed. There is one child from the marriage, whose custody shall be with her mother.

17. In view of the above facts that the parties have amicably resolved their differences out of their own free will and without any coercion and also the fact that the present matter is a family matter, no useful purpose will be served in continuing with the proceedings, rather the same would create further acrimony between them. Hence, it would be in the interest of justice to quash the abovementioned FIR and the proceedings pursuant thereto.



18. Moreover, there is no legal impediment in quashing the aforesaid FIR in question.

19. Accordingly, FIR No. 136/2016 under Section 498A/406/34 of the IPC, registered at Police Station K.N. Katju Marg, Rohini and all consequential proceedings emanating therefrom are quashed. However, it is hereby clarified that said Settlement is without prejudice to the rights of the child, in accordance with law.

20. The Petition stands disposed of.

(NEENA BANSAL KRISHNA)
JUDGE

FEBRUARY, 21, 2025/RS