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

+ CRL.M.C. 1069/2025

MOHIT GIRDHAR & ORS.

.....Petitioners

Through: Mr. Rajkumar, Mr. Sancheet Sharma,
Adv.

Mr. Mohit Girdhar, Mr. Mukesh
Girdhar and Mrs. Neelam Girdhar,
petitioners in person.

versus

STATE NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Hitesh Wali, APP with SI Reena,
PS Prashant Vihar.

Mr. SS Dahiya, Adv. for R2 along
with R2 in person.

CORAM:

HON'BLE MR. JUSTICE RAVINDER DUDEJA

ORDER

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04.04.2025

CRL.M.A. 4850/2025 (exemption from filing certified copies etc)

Exemption allowed, subject to all just exceptions.

The application stands disposed of.

CRL.M.C. 1069/2025

1. The present petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 read with Section 482 of the Code of Criminal Procedure, 1973, has been instituted by the petitioner seeking quashing of FIR No. 1463/2015, dated 22.11.2015, registered at Police Station Burari under Sections 498A/406/34 IPC, and all proceedings arising therefrom, on the basis of an amicable settlement arrived at between the parties.

2. The marriage between the petitioner and respondent no. 2 was solemnized on 03.03.2012 as per Hindu rites and ceremonies. Out of the said



wedlock, one child, namely Navika, was born and is presently in the care and custody of respondent no. 2.

3. Due to certain matrimonial discord, the petitioner and respondent no. 2 have been residing separately since 02/03.10.2014. The Petitioner No. 2 has filed a petition for divorce under Sections 13(1)(ia) and 13(1)(ib) of the Hindu Marriage Act, 1955, vide HMA No. 1552/2017. Furthermore, FIR No. 904/2021 was also registered under Sections 498A/406/34 IPC at P.S. Burari, culminating in the filing of the charge sheet.

4. Subsequently, the parties have amicably resolved their disputes and executed a Memorandum of Understanding (MOU) dated 15.02.2024. In terms of the said settlement, it was agreed that the petitioner would pay a total sum of Rs. 27,50,000/- (Rupees Twenty-Seven Lakh Fifty Thousand only) to respondent no. 2 towards full and final settlement of all her claims, including *Stridhan*, maintenance, permanent alimony, etc. The MOU dated 15.02.2024 is on record as Annexure P-2.

5. The matter was placed before the Joint Registrar, who has recorded the statements of both the parties and passed the following orders:-

“07.03.2025

Respondent no. 2 has appeared in person and submits that two demand drafts for sum of Rs. 8,00,000/- bearing no. 335554 drawn on IndusInd Bank, dated 19.11.2024 & Rs. 4,50,000/- bearing no. 262191 drawn on Yes Bank, dated 21.12.2024 handed over to Respondent no. 2 on the last date of hearing stands duly honoured and nothing else remains due in this case and she has no objection if FIR No. 1463/2015, Under Section 498-A/406/34 IPC, registered PS Prashant Vihar, Delhi and all proceeding emanating there from is quashed qua the petitioners.

The statement of Respondent no. 2 to ascertain the veracity and the genuineness of the parties entering into settlement was recorded on 14.02.2025.

The compromise/MOU settlement dated 15.02.2024 entered into between the parties is on record as Annexure P-2 at page 45. As per the



settlement, the respondent no. 2 has now received the total settlement amount towards her article, stridhan as well as towards alimony and maintenance past, present and future. Respondent no. 2 states that she has no

objection whatsoever if FIR no. 1463/2015, Under Section 498-A/406/34 IPC, was registered PS Prashant Vihar, Delhi against the petitioners is quashed.

As per settlement, the custody of minor child namely Navika, shall remain with Respondent no. 2 without any visitation rights to the petitioner or any of her family members or relatives. The settlement arrived at between the parties is without prejudice to the rights of minor child.

Respondent no. 2 has already been granted divorce by Mutual consent in HMA No. 846/2024 vide divorce decree dated 24.05.2024 as Annexure P-3 at page no. 54. Respondent no. 2 undertakes to fully cooperate in quashing of the present FIR and withdrawal of all/any other connected case, if any.

Respondent no. 2 has been identified by his counsel.

This pre verified report along with the petition may be placed before the Hon'ble Court on **04th April, 2025** along with the statements recorded today."

6. The petitioners and respondent no. 2 have appeared before this Court in person. They have been duly identified by their respective counsels and the Investigating Officer, SI Reena from PS Prashant Vihar.

7. As per the Mediation Settlement Agreement dated 30.08.2024, it was agreed that out of the total settlement amount of Rs. 27,50,000/- (Rupees Twenty-Seven Lakh Fifty Thousand only), petitioner no. 1 would pay Rs. 22,50,000/- (Rupees Twenty-Two Lakh Fifty Thousand only) to respondent no. 2, in addition to Rs. 5,00,000/- (Rupees Five Lakh only) already paid at the time of grant of bail vide order dated 05.07.2016. The said amount of Rs. 22,50,000/- is to be paid in the following manner:

- (i) Rs. 5,00,000/- at the time of recording of statement under Section 13-B(1) of the Hindu Marriage Act;
- (ii) Rs. 5,00,000/- at the time of recording of statement under Section 13-B(2) of the Hindu Marriage Act;



(iii) Rs. 12,50,000/- at the time of quashing of FIR No. 1463/2015, P.S. Prashant Vihar, before this Hon'ble Court.

8. The respondent no.2 states that she has received the settlement amount and has settled with the petitioner no.1 and his family members out of her free own will and without any force, fear or coercion and as such, she does not have any objection if the present petition is allowed and FIR No. 1463/2015, dated 22.11.2015, registered at Police Station Burari under Sections 498A/406/34 IPC is quashed alongwith consequential proceedings.

9. In view of the amicable settlement between the parties, the learned Additional Public Prosecutor appearing for the State submits that the State has no objection to the quashing of the present FIR.

10. In ***Gian Singh vs State of Punjab (2012) 10 SCC 303***, Hon'ble Supreme Court has recognized the need of amicable resolution of disputes by observing as under:-

"61. In other words, the High Court must consider whether it would be unfair or contrary to the interest of justice to continue with the criminal proceedings or continuation of criminal proceedings would tantamount to abuse of process of law despite settlement and compromise between the victim and the wrongdoer and whether to secure the ends of justice, it is appropriate that criminal case is put to an end and if the answer to the above question(s) is in the affirmative, the High Court shall be well within its jurisdiction to quash the criminal proceedings."

11. In view of the aforesaid circumstances and the fact that parties have put a quietus to the dispute, no useful purpose will be served in continuing with the present FIR No 1463/2015, 22.11.2015, P.S Burari under sections



498A/ 406/ 34 IPC and all the other consequential proceeding emanating therefrom.

12. In the interest of justice, the petition is allowed, and the FIR 1463/2015, 22.11.2015, P.S Burari, under sections 498A/ 406/ 34 IPC, registered as P.S Burari along with the charge sheet and all the other consequential proceeding emanating therefrom is hereby quashed.

13. Petition is allowed and disposed of accordingly.

14. Pending application(s), if any, also stand disposed of.

RAVINDER DUDEJA, J.

APRIL 2, 2025

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