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* IN THE HIGH COURT OF DELHI AT NEW DELHI

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Date of decision: 29.04.2025

+ CRL.M.C. 2272/2025

SAMARTH VIG & ORS.

.....Petitioners

Through: Mr. Ankur Aggarwal and Mr.
Nitin Sharma, Advs.
Petitioner no.5 in person.
Petitioner nos.1-4 through VC.

versus

THE STATE (GOVT OF NCT OF DELHI) & ANR.

... Respondents

Through: Mr. Satender Singh Bawa, APP
with SI Naseer Abbas, PS-
Laxmi Nagar.
Mr. AK Dubey and Mr. Rohit
Chaudhary, Adv. for R2.
R2 through VC.

CORAM:-**HON'BLE MR. JUSTICE RAVINDER DUDEJA****JUDGMENT (ORAL)****RAVINDER DUDEJA, J.**

1. This is a petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023, seeking quashing of FIR No. 0447/2024, dated 16.12.2024, registered at P.S Laxmi Nagar under sections 498A/406/34 IPC and all proceedings emanating therefrom on the basis of settlement between the parties.



2. The marriage between Petitioner No.1 and Respondent No.2 was solemnized on 21.04.2019 as per Hindu rites and ceremonies at Delhi. No child was born out of the said wedlock. It is submitted that due to temperamental differences, the couple started living separately since 24.07.2022. Thereafter, Respondent No.2 filed a complaint case bearing No. 9384/2024 under the DV Act and also lodged the aforesaid FIR against Petitioner No. 1 and his family members.

3. During the proceedings, the parties were referred to mediation by the Family Court, Tis Hazari Courts, Delhi where they amicably resolved their disputes and executed a Compromise/Settlement Deed dated 01.02.2025. In pursuance of the Settlement, the parties jointly filed a fresh petition for divorce by mutual consent under Section 13B(1) of the Hindu Marriage Act, 1955. The learned Family Court, Tis Hazari Courts allowed the mutual divorce petition vide order dated 03.03.2025, thereby dissolving the marriage between the Petitioner No.1 and Respondent No.2. It is submitted that all the previous complaints and litigations initiated by the parties has been withdrawn and all conditions of the Settlement have been fulfilled including the payment of the total settlement amount of Rs. 77,00,000/- (Rupees seventy seven lacs) as per the schedule mentioned in the Settlement Deed. The copy of Compromise/Settlement Deed dated 01.02.2025 has been placed on record as Annexure P-2.



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

“24.04.2025

Mr. Rohit Chaudhary, L.d. Counsel for Respondent no. 2 & Respondent no. 2 appeared through VC and submits that the demand draft for a sum of Rs. 17,00,000/- bearing no. 017106, drawn on HDFC Bank dated 29.03.2029 today handed over to respondent no. 2 on the last date of hearing stands duly honoured and nothing else remains due in this case and Respondent no. 2 has no objection if FIR No. 447/2024, Under Section 498-A/406/34 IPC, was registered at PS Laxmi Nagar, 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 03.04.2025.

The Settlement deed dated 01.02.2025 entered into between the parties is on record as Annexure P-2 at page 37 to 41.

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 part present and future whatsoever and Respondent no. 2 shall not claim anything in this regards in future by way of any litigation.

Respondent no. 2 states that she has no objection whatsoever if FIR no. 447/2024, under Section 498-A/406/34 IPC, at PS Laxmi Nagar, Delhi against the petitioners is quashed.

Respondent no. 2 has also been granted divorce by Mutual consent in HMA No. 545/2025 vide decree dated 03.03.2025 which is on record at page 55.

As per settlement, the custody of minor child namely Dishana, shall remain with respondent no. 2 without any visitation rights to the petitioner or any of his family members or relatives.



The settlement amount also included maintenance of the child. However, the settlement arrived at between the parties is without prejudice to the rights of minor child.

Respondent no. 2 shall abide by all the terms of the settlement and fully cooperate in quashing of the present FIR and withdrawal of any other case it any us per the settlement, 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 also given her affidavit in support of the present petition which is at page no. 24-25 of the petition bearing her signatures;

This pre verified report along with the petition may be placed before the Hon'ble Court on 29th April, 2025 alongwith the statements recorded today.

5. Petitioner no.5 is physically present before the Court while petitioner nos.1-4 and the respondent no.2 have entered their appearance through VC. They have been identified by their respective counsels as well as by the Investigating Officer SI Naseer Abbas, PS-Laxmi Nagar.

6. Respondent No.2 confirms that the matter has been settled with the petitioners without any force, fear, coercion and she has received the payment of the entire settlement amount of Rs. 77,00,000/- from the Petitioner No.1 as per the schedule mentioned in the Compromise/Settlement Deed dated 01.02.2025. She further submits that she has no objection if the FIR No. 0447/2024 is quashed against the petitioners.



7. In view of the settlement between the parties, learned Additional PP appearing for the State, also has no objection if the present FIR No. 0447/2024 alongwith charge sheet is quashed.

8. 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."

9. 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. 0447/2024, dated 16.12.2024, registered at P.S Laxmi Nagar under sections 498A/406/34 IPC and all the other consequential proceeding emanating therefrom.

10. In the interest of justice, the petition is allowed, and the FIR No. 0260/2018, dated 19.05.2018, registered at FIR No. 0447/2024, dated 16.12.2024, registered at P.S Laxmi Nagar under sections 498A/406/34 IPC and all the other consequential proceeding emanating therefrom is hereby quashed.



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11. Petition is allowed and disposed of accordingly.
12. Pending application(s), if any, also stand disposed of.

RAVINDER DUDEJA, J

APRIL 29, 2025/ak

