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

+ **CRL.M.C. 2477/2025 & CRL.M.A. 11082/2025**

DEVENDRA KUMAR VERMA & ORS.Petitioners

Through: Mr. Sanyam Rastogi, Mr. Laksh
Yadav and Mr. Utkarsh Srivastava,
Advocates with Petitioners in person

versus

STATE OF NCT OF DELHI & ANR.Respondents

Through: Mr. Shoaib Haider, APP for the State
with WSI Priyadarshani, P.S.
Sagarapur
Mr. Pourush, Advocate for
Complainant with Complainant in
person

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

% **01.08.2025**

1. Petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023/Section 482 of the Code of Criminal Procedure, 1973 has been filed on behalf of the Petitioners for quashing of FIR No. 0662/2022 dated 20.09.2022 registered under Sections 498A/406/34 of the Indian Penal Code, 1860 (*hereinafter referred to as 'IPC'*) at P.S. Sagarapur and all the proceedings emanating therefrom, in terms of the Memorandum of Understanding dated 23.01.2025.

2. Issue Notice.

3. Mr. Shoaib Haider, learned APP for the State appearing on advance Notice, accepts Notice on behalf of the State. Learned Counsel for the



Respondent No. 2, accepts the Notice.

4. Brief facts of the case are that the marriage between Petitioner/husband and the Respondent No. 2/wife was solemnized on 21.04.2015, according to the Hindu rites and ceremonies and no child was born out of the said wedlock. Due to temperamental issues, the Petitioner/husband and the Respondent No. 2 are residing separately since 11.10.2021.

5. It is further submitted that 2022, Respondent No. 2 filed a complaint, which culminated into registration of FIR No. 0662/2022 under Sections 498A/406/34 IPC, got registered at P.S. Sagarpur.

6. It is submitted that the FIR was a consequence of the matrimonial disputes between the Complainant and the Petitioner/husband. It is stated that the Petitioners and the Respondent No. 2 have amicably settled all the disputes and differences between them and arrived at Memorandum of Understanding dated 23.01.2025.

7. In the Settlement, it was *inter alia* settled between the parties that the Respondent No. 2/wife and the Petitioner/husband shall dissolve their marriage by decree of mutual consent under Section 13-B(1) and 13-B(2) of Hindu Marriage Act, 1955, from the Court of learned Principal Family Judge, Delhi. It is stated that the Petitioner/husband shall pay a sum of Rs.19,00,000/- towards full and final settlement of all the claims in all respect i.e. towards past, present and future maintenance, balance *istridhan* and alimony of the Respondent No. 2/wife, in two instalments. It is also stated that the Petitioner/husband shall pay first instalment of Rs.8,00,000/- to Respondent No. 2/wife at the time of recording of statement for the First Motion and the second instalment of Rs.11,00,000/- to Respondent



No.2/wife at the time of recording of statement for the Second Motion of mutual consent divorce of mutual consent divorce. It is also submitted that the parties shall withdraw all the proceedings pending against each-other.

8. It is stated that the Petitioner/husband has already paid the entire settled amount of Rs.19,00,000/- to the Respondent No. 2, which is acknowledged by the Respondent No. 2.

9. It is also stated that on 03.02.2025, the marriage between the Petitioner/husband and the Respondent No. 2/wife, had been dissolved by mutual consent, as per the Hindu law.

10. In view of the Memorandum of Understanding dated 23.01.2025, the present Petition has been filed.

11. The parties are present before this Court in-person today and have been identified by their learned Counsel and concerned Investigating Officer. The parties have endorsed the amicable Settlement and accepted the terms thereof voluntarily and have undertaken to remain bound by the terms of the Settlement.

12. The parties have submitted that all the disputes have been amicably settled *vide* Memorandum of Understanding dated 23.01.2025 and thus, no fruitful purpose will be served in continuing with the FIR.

13. The present Petition has been signed by the Petitioners and is supported by their Affidavits. The parties have reaffirmed the terms of the Memorandum of Understanding dated 23.01.2025 and they submit that the said Settlement has been arrived at between the parties, without any pressure and coercion.

14. The Respondent No. 2 states that she has received all amounts due to her and has no objection if the FIR is quashed.



15. 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.

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

17. Accordingly, FIR No. 0662/2022 dated 20.09.2022 registered under Sections 498A/406/34 IPC at P.S. Sagarpur and all consequential proceedings emanating therefrom are quashed.

18. The Petition alongwith pending Application, is disposed of accordingly.

NEENA BANSAL KRISHNA, J

AUGUST 1, 2025

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