



2025:DHC:3919



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

% **Date of decision: 14.05.2025**

+ **CRL.M.C. 2641/2025**

PARDEEP GARG & ORS.Petitioners

Through: Mr. Gourav Gupta, Adv.

versus

STATE GOVT. OF NCT OF DELHI AND ANR.

.....Respondents

**Through: Mr. Satish Kumar, APP for
State with SI Ram Kishan, PS
Defence Colony.**

Ms. Mohini, Adv. for R-2.

CORAM:

HON'BLE MS. JUSTICE SHALINDER KAUR

SHALINDER KAUR, J (ORAL)

CRL.M.A. 11875/2025 (Exemption)

1. Allowed, subject to all just exceptions.
2. Application stands disposed of.

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3. The present petition has been filed by the petitioners under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023, seeking to quash the FIR No. 213/2021 dated 04.12.2021 for offences under Sections 406/498A/34, registered at Police Station Defence Colony ("subject FIR") and all consequential proceedings arising therefrom.
4. The learned counsel for the petitioners submits that petitioner no. 1 is the husband of respondent no. 2 and their marriage got solemnized on 07.12.2020, as per the Hindu rites and ceremonies and



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no child has been born out of the said wedlock. The petitioner no. 2, petitioner no. 3, petitioner no. 4 and petitioner no. 5 are mother-in-law, father-in-law, brother-in-law and sister-in-law, respectively, of the respondent no. 2. He submits that the constant harassment and unlawful demands of dowry by the petitioners and the acts of sexual harassment led to the registration of the subject FIR and filing of other litigations by the respondent no. 2.

5. The learned counsel further submits that during the pendency of the litigations, the parties were referred to the Counselling Cell, Saket Court, Delhi, wherein, they have arrived at an amicable and voluntary resolution of all disputes persisting between them. Subsequently, the marriage of the petitioner no. 1 and respondent no. 2 has been dissolved by way of mutual consent *vide* decree dated 07.03.2025, passed by the learned Judge, Family Court-01, Saket Court, Delhi.

6. The present petition is premised on the assertion that the dispute *inter se* the parties stand amicably resolved, of their own volition, uninfluenced by any coercion, compulsion or undue inducement. In furtherance thereof, a Compromise Deed dated 18.01.2025, has been duly executed between the petitioners and respondent No. 2. It is further submitted that, in terms of the said settlement, the respondent No. 2 has undertaken to withdraw all proceedings presently pending before various judicial fora. As per the terms of the Compromise Deed, the petitioner no. 1 has agreed to pay a total sum of Rs. 21,00,000/- to the respondent no. 2, as a full and final settlement of all her claims including maintenance (past, present and future),



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permanent alimony in one instalment. The said Compromise Deed dated 18.01.2025, embodying the terms of settlement, has been placed on record.

7. Pursuant to this Settlement, the Statement of the parties have been recorded by the Joint Registrar (Judicial) on 22.04.2025 and they have been duly identified by the Investigating Officer and their respective counsels. The respondent no. 2, in her statement before the Joint Registrar (Judicial), has stated therein, that she has received the entire settlement amount, in terms of the said Compromise Deed, and has no objection if the subject FIR and all the consequential proceedings emanating therefrom is quashed.

8. Before this Court, the Investigating Officer has again identified the parties and they have confirmed that they are abiding by all the terms of the Settlement.

9. The respondent no. 2, who is present in court, upon being queried, confirms that she has received the entire sum of Rs. 21,00,000/- in single instalment by way of demand draft, as full and final settlement of all her claims including towards maintenance (past, present and future), *stridhan*, dowry articles, jewellery, permanent alimony, etc., in compliance of the terms of the said Settlement, and their marriage has been dissolved by way of mutual consent *vide* decree dated 07.03.2025, passed by the learned Judge, Family Court-01, Saket Court, Delhi and no other litigation remains pending between the parties.

10. In view of the foregoing, the learned counsel for the parties,



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jointly prayed for quashing of the subject FIR.

11. The learned APP on behalf of the state submits that there is no objection if the subject FIR is quashed.

12. In view of these circumstances, in line with the law laid down by the Supreme Court in *Gian Singh vs. State of Punjab & Anr.*: (2012) 10 SCC 303 as also in *Narinder Singh & Ors. vs. State of Punjab & Anr.*: (2014) 6 SCC 466, this Court sees no reason why the subject FIR and all proceedings emanating therefrom should not be quashed. In light of the settlement between the contesting parties, continuing with the subject FIR and all subsequent proceedings would be a futile exercise and would not be conducive to peace and harmony between the parties.

13. In conspectus of the above facts and the Compromise Deed dated 18.01.2025, the subject FIR bearing 213/2021 dated 04.12.2021 for offences under Sections 406/498A/34, registered at Police Station Defence Colony and all consequential proceedings emanating therefrom, are hereby quashed.

14. The present petition is, accordingly, disposed of, in the aforesaid terms.

SHALINDER KAUR, J

MAY 14, 2025/SU/KP

[Click here to check corrigendum, if any](#)