



2025:DHC:4142



\$~73

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

% **Date of decision: 21.05.2025**

+ **CRL.M.C. 2717/2025**

KAPIL @ KAPIL DEV & ORS.

.....Petitioners

Through: Mr. Sunder Lal along with
petitioners.

versus

THE STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Satish Kumar, APP for
State with SI Pankaj Kumar, PS
Jyoti Nagar.
Mr. Irfan Khan and Mr.
Nadeem Ahmed, Advs. for R-2
along with R-2.

CORAM:

HON'BLE MS. JUSTICE SHALINDER KAUR

SHALINDER KAUR, J (ORAL)

CRL.M.A. 12183/2025 (Exemption)

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

CRL.M.C. 2717/2025

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. 669/2021 dated 26.11.2021 for offences under



2025:DHC:4142



Sections 498A/406/34, registered at Police Station Jyoti Nagar (“subject FIR”) and all consequential proceedings arising therefrom.

4. Issue notice.

5. Notice is accepted by Mr. Satish Kumar, the learned APP for State and by Mr. Irfan Khan, learned counsel for the respondent no. 2.

6. The learned counsel for the petitioners submits that the petitioner no. 1 is the husband of respondent no. 2 and their marriage was solemnized on 09.12.2020 as per Hindu Rites and customs. However, the extreme incompatibilities between the petitioners and respondent no. 2, coupled with raising demands of dowry and increasing harassment, led to the registration of the subject FIR and filing of multiple complaints against the petitioners before different judicial forums.

7. Thereafter, during the pendency of litigation, the parties were referred to the Delhi Mediation Centre, whereby, they have entered into an amicable settlement before the learned Judge, Family Court, Shahdara District, Karkardooma Courts, Delhi *vide* the settlement agreement dated 23.08.2024 and have settled all their disputes.

8. 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 Settlement Deed dated 23.08.2024 has been duly executed between the petitioner no. 1 and the respondent No. 2 before the Delhi High Court Mediation and Conciliation Centre (SAMADHAN). It is further submitted that, in terms of the said



2025:DHC:4142



Settlement Deed, respondent No. 2 has undertaken to withdraw all proceedings presently pending before various judicial fora.

9. As per the terms of the Settlement, the petitioner no.1 has agreed to pay a total sum of Rs.8,60,000/- to the respondent no. 2, as a full and final settlement of all her claims including maintenance (past, present and future), *stridhan*, permanent alimony, in three (03) instalments. The said Settlement Deed dated 23.08.2024 embodying the terms of settlement has been placed on record.

10. Subsequent thereto, the marriage of the parties were dissolved by way of mutual consent *vide* decree dated 01.03.2025 passed by learned Principal Judge, Family Court, Shahdara District, Delhi.

11. Pursuant to this Settlement, the Statement of the parties have been recorded by the Joint Registrar (Judicial) on 23.04.2025 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 and has no objection if the subject FIR and all the consequential proceedings emanating therefrom is quashed.

12. 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.

13. The respondent no. 2, who is present in court, upon being queried, confirms that she entered into the said Settlement Deed out of her free will, without any coercion, force or undue influence and that she has withdrawn the litigations filed by her before different Judicial



2025:DHC:4142



fora and no other litigation remains pending between the partes. She submits that she has received the entire settlement amount of Rs.8,60,000/-, as full and final settlement of all her claims including maintenance (past, present and future), permanent alimony in three (03) installments instalments by way of three Demand Drafts of Rs. 3,30,000, Rs. 3,30,000 and Rs. 2,00,000/- and the parties are abiding by the terms of settlement. Furthermore, she submits that the marriage has been dissolved *vide* the decree dated 01.03.2025 and has no objection if the subject FIR is quashed.

14. The petitioners are present in court and respondent no. 2/complainant is present physically. They have also been identified by their respective counsels and the I.O. The report of the Joint Registrar (Judicial) *vide* the Order dated 23.04.2025 has also been perused.

15. Mr. Satish Kumar, the learned APP for State affirms that the State has no objection to the subject FIR being quashed.

16. In 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.

17. In conspectus of the above facts and the Settlement Deed dated



2025:DHC:4142



23.08.2024, the subject FIR bearing No. 669/2021 dated 26.11.2021 for offences under Sections 498A/406/34, registered at Police Station Jyoti Nagar and all proceedings arising therefrom are hereby quashed.

18. Accordingly, the present petition as well as pending application, if any, stands disposed of.

SHALINDER KAUR, J

MAY 21, 2025/KP

Click here to check corrigendum, if any