



2025:DHC:3922



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IN THE HIGH COURT OF DELHI AT NEW DELHI

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Date of decision: 14.05.2025

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CRL.M.C. 2733/2025**RAVI KUMAR & ORS.**

.....Petitioners

Through: Mr. Manoj Sharma and Mr.
Harish Sharma, Advts.

versus

STATE GOVT OF NCT OF DELHI & ANR.RespondentsThrough: Mr. Raghuinder Verma, APP
for State with SI Raghuraj
Singh, PS Sangam Vihar**CORAM:****HON'BLE MS. JUSTICE SHALINDER KAUR****SHALINDER KAUR, J (ORAL)****CRL.M.A. 12245/2025 (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. 68/2020 dated 27.02.2020 for offences under Sections 406/498A/34, registered at Police Station Sangam Vihar ("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 25.12.2020, as per the Hindu rites and ceremonies and one male child, namely, Mokshit has been born out of the said wedlock. The petitioner no. 2, petitioner no. 3, petitioner no. 4 are



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father-in-law, mother-in-law and brother-in-law, respectively, of the respondent no. 2. He submits that the constant threats and demands of dowry by the petitioners 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, on request, were referred to the Mediation Centre, 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 mutual consent *vide* decree of divorce dated 04.11.2023, passed by the Principal Judge, Family Court, 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 Mediation Settlement dated 19.11.2022, 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 Mediation Settlement, the petitioner no. 1 has agreed to pay a total sum of Rs. 4,50,000/- to the respondent no. 2, as a full and final settlement of all her claims including maintenance (past, present and future), permanent alimony in four (04) instalments. The said Mediation Settlement dated 19.11.2022 embodying the terms of settlement has



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been placed on record.

7. Pursuant to this Settlement, the Statement of the parties have been recorded by the Joint Registrar (Judicial) on 24.04.2025 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 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 a sum of ₹3,25,000/- through a combination of cheque and cash, out of the total settlement amount of ₹4,50,000/-. She further states that the demand draft for the remaining amount of ₹1,25,000/-, drawn in her name, has been handed over to her today, in the court. Subject to the realisation of the said demand draft, she shall have received the entire settlement amount of ₹4,50,000/- in full and final settlement of all her claims, including those pertaining to maintenance (past, present and future), *stridhan*, dowry articles, jewellery, permanent alimony, etc., in accordance with the terms of the Settlement. She also confirms that the marriage between the parties has been dissolved by way of mutual consent *vide* decree dated 04.11.2023, passed by the Principal Judge, Family Court, Saket Court, Delhi, and that no other litigation remains pending



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between the parties.

10. In view of the foregoing, the learned counsel for the parties, 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 Mediation Settlement dated 19.11.2022, the subject FIR bearing No. 68/2020 dated 27.02.2020 for offences under Sections 406/498A/34, registered at Police Station Sangam Vihar 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