



2025:DHC:4728



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

% **Date of decision:21.05.2025**

+ **CRL.M.C. 2996/2025**

SUMIT PANDEY AND ORS

.....Petitioners

Through: Mr. Rajiv Ranjan, Mr. Bhairav
Singh Gautam, Mr. Arun
Chaurasia, Ms. Kirti Anand and
Mr. Utkarsh Singh, Advs.

versus

THE STATE NCT OF DELHI AND ANR

.....Respondents

Through: Mr. Satish Kumar, APP for
State with SI Ravinder Kumar
and Insp. Sanjay Kumar, PS
Budh Vihar.

CORAM:

HON'BLE MS. JUSTICE SHALINDER KAUR

SHALINDER KAUR, J (ORAL)

CRL.M.A. 13324/2025 (Exemption)

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

CRL.M.C. 2996/2025

1. The present petition has been filed by the petitioners under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023, (BNSS), seeking to quash the FIR No. 14/2019 dated 16.01.2019 under Sections 498A/406/34 of the Indian Penal Code, 1860,



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registered at Police Station Budh Vihar (“subject FIR”) and all consequential proceedings arising therefrom.

2. 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 02.12.2010, as per the Hindu rites and ceremonies and one male child, namely, Lakshy was born out of the said wedlock on 30.01.2012. The petitioner no. 2 and petitioner no. 3 are the mother-in-law and sister-in-law of the respondent no. 2 respectively. Subsequent thereto, he submits, the temperamental differences developed between the petitioner no. 1 and respondent no. 2, coupled with the raising demands for dowry and increasing harassment, led to the registration of the subject FIR and filing of litigations by the respondent no. 2 against the petitioners.

3. The learned counsel further submits that during the pendency of the litigations, with the intervention of relatives, well-wishers and elderly person, the parties have voluntarily arrived at an amicable resolution of the dispute persisting between them *vide* Memorandum of Undertaking/Settlement Deed dated 29.03.2024. Subsequent thereto, the marriage of the petitioner no. 1 and respondent no. 2 has been dissolved by mutual consent *vide* decree of divorce dated 12.09.2024, passed by the learned Principal Judge, Family Court, Rohini Courts, District – North-West, Delhi.

4. 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 Memorandum of Undertaking (MoU)



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/Settlement Deed dated 29.03.2024, 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.

5. As per the terms of the MOU, the petitioner no. 1 has agreed to pay a total sum of Rs. 6,25,000/-, in three (03) instalments to the respondent no. 2, as a full and final settlement of all her claims including maintenance (past, present and future), permanent alimony. The said MoU dated 29.03.2024 embodying the terms of settlement has been placed on record.

6. Moreover, a fresh affidavit dated 21.05.2025 has been filed seeking modification with respect to clause 'f' in the MoU dated 29.03.2024 and the same is taken on record. In view of the said affidavit, the Clause 'f' of the modified MoU, which form part of the said Settlement/MoU between the parties, now reads as under:

"f. It has been agreed that the permanent custody of male child LAKSHY shall remain with the first party and the second party will not have any visitation right."

7. Pursuant to this Settlement, the Statement of the parties have been recorded by the Joint Registrar (Judicial) on 01.05.2025 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 amount of compensation and has no objection if the subject FIR and all the consequential proceedings emanating therefrom is quashed.



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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 settlement amount of Rs. 6,25,000/- in three instalments, i.e. 2 demand drafts of Rs. 3,00,000/- and Rs. 2,25,000/-, respectively and, Rs. 1,00,000/- through UPI, 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 12.09.2024, passed by the learned Principal Judge, Family Court, Rohini Courts, District – North-West, Delhi and that no other litigation remains pending between the parties. She submits that as per the amendment made pertaining custody of the child, the child shall remain in her care and custody and the petitioners will not have any visitation rights. Furthermore, she has no objection if the subject FIR and all consequential proceedings arising therefrom are quashed.

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*



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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 Settlement Deed dated 29.03.2024, the subject FIR bearing No. 14/2019 dated 16.01.2019 under Sections 498A/406/34 of the Indian Penal Code, 1860, registered at Police Station Budh 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 21, 2025/SU/KP/AS

Click here to check corrigendum, if any