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

+ **CRL.M.C. 4330/2025**

RAVI KANT SHAKYA & ORS.

.....Petitioners

Through: Mr. Vikas Mehan, Mr. Saurabh Aggarwal and Mr. Narender Tyagi, Advocates with Petitioners.

versus

STATE GOVT OF NCT OF DELHI & ANR.Respondents

Through: Mr. Shoaib Haider, APP for the State with SI Harshvardhan, PS Farsh Bazar.
Respondent No. 2 in person.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

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07.07.2025

CRL.M.A. 18873/2025, CRL.M.A.18874/2025 (Exemption)

1. Exemption allowed, subject to all just exceptions.
2. The Applications stand disposed of.

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3. Petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (*hereinafter referred to as 'B.N.S.S.'*) (under Section 482 of the Code of Criminal Procedure, 1973 (*hereinafter referred to as 'Cr.PC'*)), has been filed on behalf of the Petitioners, for quashing of FIR No.451/2020 dated 23.10.2020 under Section 498A/406/34 of the Indian Penal Code, 1860 (*hereinafter referred to as 'IPC'*) registered at Police Station Farsh Bazar, District Shahdara, Delhi and all the consequential proceedings emanating



therefrom, in view of the Compromise Deed dated 20.01.2024.

4. Issue Notice.

5. On advance Notice, learned APP has appeared and accepts the Notice on behalf of the State.

6. Brief facts of the case are that the marriage was solemnized between Petitioner No.1/husband and the Respondent No. 2/wife on 20.07.2018 at Agra, U.P., according to the Hindu rites and ceremonies and a baby girl, namely, Somiya was born out of the said wedlock on 27.05.2019.

7. On the Complaint of the Respondent No.2, FIR No.451/2020 dated 23.10.2020 under Section 498A/406/34 IPC, got registered at Police Station Farsh Bazar, District Shahdara, Delhi.

8. It is submitted that the FIR was a consequence of the matrimonial disputes between the Complainant and the Petitioner No.1. It is stated that the Petitioner No. 1 and the Respondent No. 2 have amicably settled all the disputes and differences between them and arrived at Settlement *vide* Memorandum of Settlement (MOU) dated 20.01.2024. In the Settlement, it was *inter alia* settled between the parties that the Petitioner No. 1 shall pay a sum of Rs.2,75,000/- 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 three instalments by way of cash and D.D. The Petitioner No. 1 shall pay the first instalment in the Sum of Rs.75,000/- to the Respondent No. 2 at the time of signing of the said MOU; the Petitioner No. 1 shall pay the second instalment in the sum of Rs.1,00,000/- to the Respondent No. 2 at the time of Statement of First Motion and the Petitioner No. 1 shall pay the third instalment in the sum of Rs.1,00,000/- to the Respondent No. 2 at the time of Statement of Second



Motion. It is further settled that baby Somiya shall remain in the custody of the Respondent No.2/wife. It is also submitted that both of them shall have no claim against each other.

9. Today, the Respondent No. 2/wife, who is present in the Court, states that she has received all amounts due to her and has no objection if the said FIR is quashed.

10. It is also stated that on 17.05.2024, the marriage between the Petitioner No. 1 and the Respondent No. 2, had been dissolved by mutual consent, as per the Hindu law.

11. The Statement of the parties have already been recorded before the learned Joint Registrar. They have entered into the Settlement voluntarily and without any fear and coercion and undertake to remain bound by the terms of the said Settlement.

12. Considering the nature of the allegations and that they have settled the matter, the FIR No451/2020 dated 23.10.2020 under Section 498A/406/34 IPC, registered at Police Station Farsh Bazar, District Shahdara, Delhi and all the consequential proceedings emanating therefrom are quashed.

13. The Petition is disposed of accordingly.

NEENA BANSAL KRISHNA, J

JULY 7, 2025/RS