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

+ **CRL.M.C. 4492/2025**

**SANTOSH KUMAR VERMA & ANR.**

.....Petitioners

Through: Mr. Keshava & Mr. Kapil Sarkar,  
Advocates with Petitioners in person.

versus

**THE STATE (GOVT. OF NCT OF DELHI) & ANR.**

.....Respondents

Through: Mr. Shoaib Haider, APP for the State  
with WSI Ingkumaro, P.S. New  
Ashok Nagar.  
Mr. Awdhesh Kumar Chauhan,  
Advocate for R-2 with R-2 in person.

**CORAM:**

**HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA**

**ORDER**

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**10.07.2025**

**CRL.M.A. 19588/2025 (Seeking Exemption)**

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

**CRL.M.C. 4492/2025**

3. The present Petition under Section 482 Cr.P.C. Cr.P.C/528 of the Bhartiya Nagrik Suraksha Sanhita, 2023 BNSS has been filed on behalf of the Petitioners seeking to quash the FIR No. 449/2013 registered under Sections 498A/406/34 of the Indian Penal Code, 1860 at Police Station New Ashok Nagar, Delhi.
4. Brief facts of the case are that the marriage was solemnized between petitioner No. 1 and respondent No. 2 on 06.05.2011 according to Hindu



rites and ceremonies. It is stated that no child was born out of the said wedlock.

5. It is further submitted that due to temperamental issues Petitioner No.1 and Respondent No.2 started residing separately from each other since 04.06.2011. On 18.09.2013, on the Complaint of Respondent No. 2, an FIR bearing No. 449/2013 under Sections 498A/406/34 of the Indian Penal Code, 1860 got registered at Police Station New Ashok Nagar.

6. It is stated that the respondent No. 2 filed a Maintenance Petitioner against Petitioner No.1 under Section 125 Cr.P.C before learned PJFC, Karkardooma Courts, Delhi. The Respondent No.2 also filed a Complaint Case under Section 12 of the DV Act against Petitioner No.1. During the Execution in Maintenance Petition, the matter was referred to Mediation and Conciliation Centre, Karkardooma Courts, Delhi, wherein both the parties amicably settled all the disputes and differences *vide* Compromise Deed dated 18.07.2024, and it was *inter alia* settled between the parties that the respondent No. 2/wife and the petitioner No. 1/husband shall dissolve their marriage by decree of mutual consent. It is stated that petitioner No. 1/husband shall pay a sum of Rs. 10,00,000/- to the respondent No. 2/wife towards full and final amount of all the claims of the respondent No. 2/wife. It is also stated that the Petitioner No. 1 has already paid Rs. 7,00,000 to respondent No. 2/wife in two instalments viz., Rs.3,00,000/- was paid at the time of recording of statements in First Motion Petition under Section 13(b)(i) of the Hindu Marriage Act, 1955 and another Rs. 4,00,000/- was paid at the time of recording of statements in Second Motion Petition under Section 13(b)(ii) of the Hindu Marriage Act, 1955.



7. It is further stated that the remaining third instalment of Rs.3,00,000/- shall be paid by the petitioner No. 1/husband at the time of quashing of FIR No. 449/2013.

8. It is also stated that on 09.01.2025, the marriage between petitioner No. 1 and respondent No. 2 had been dissolved as per Hindu law.

9. In view of the Compromise Deed dated 18.07.2024, the present petition has been filed.

10. The parties are present before this Court in-person today, and have been identified by their counsel and Investigating Officer concerned. The parties have endorsed the amicable settlement and accepted the terms thereof voluntarily being arrived at between them without any pressure, force or coercion from any corner.

11. The third installment of Rs.3,00,000/- has been paid to the respondent No. 2/wife by the petitioner No. 1 today in the Court *via* Demand Draft No.745039 dated 07.07.2025 drawn on Kotak Mahindra Bank, Branch Bhowapur, and the same has been confirmed by the respondent No. 2/wife.

12. The parties have submitted that all the disputes have been amicably settled *vide* Compromise Deed dated 18.07.2024 and thus, no fruitful purpose will be served in continuing with the FIR.

13. The present petition has been signed by all the parties and is supported by their respective affidavits. The parties have reaffirmed the terms of the settlement arrived at *vide* Compromise Deed dated 18.07.2024



and they also submit that the said Compromise Deed has been arrived at between the parties without any pressure and coercion.

14. The respondent No. 2/wife submits that she has been living separately from the petitioner No. 1/husband for the last fourteen years.

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

16. In view of the above facts that the parties have amicably resolved their differences out of their own free will and without any coercion and also the fact that the present matter is a family matter, I am of the opinion that no useful purpose will be served in continuing with the proceedings, rather the same would create further acrimony between them. Hence, it would be in the interest of justice to quash the abovementioned FIR and the proceedings pursuant thereto.

17. Moreover, there is no legal impediment in quashing the FIR in question.

18. Accordingly, FIR bearing No. 449/2013 registered at Police Station New Ashok Nagar, for offences punishable under Sections 498A/406/34 of the Indian Penal Code, 1860 and all consequential proceedings emanating therefrom are quashed.

19. The petition stands disposed of.

**NEENA BANSAL KRISHNA, J**

**JULY 10, 2025/va**