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

+ **CRL.M.C. 4479/2025**

KAMAL KANT

.....Petitioner

Through: Mr. Avijeet Bhujabal, Adv. with
petitioner in person.

versus

THE STATE NCT OF DELHI AND ANR

.....Respondents

Through: Mr. Digam Singh Dagar, APP for the
State.

PSI Varun, P.S. Madhu Vihar.

Mr. V.K. Gaur, Adv. for R-2 with R-2
in person.

CORAM:

HON'BLE MR. JUSTICE AMIT SHARMA

ORDER

11.07.2025

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1. This hearing has been done through hybrid mode.

CRL.M.A. 19525/2025(exemption)

2. Allowed, subject to all just exceptions. This application is disposed of.

CRL.M.C. 4479/2025

3. The present petition under Section 528 of the BNSS read with Section 482 of the Cr.P.C. seeks quashing of FIR No. 469/2024, under Section 498A/406/34 IPC and Section 3 and 4 of Dowry Prohibition Act, registered at PS Madhu Vihar, Delhi and all other consequential proceedings emanating therefrom, including the chargesheet filed and pending before the Court of Ms. Moksha Bains, learned Judicial Magistrate First Class, Mahila Court-02, Karkardooma Courts, Delhi.

4. The marriage between the petitioner no.1/husband and the respondent



no.2/wife was solemnized on 16.03.2013 as per Hindu Rites and Customs and one child was born out of the said wedlock.

5. Due to matrimonial differences between petitioner no. 1 and respondent no. 2, the parties resided separately from 17.04.2021. Subsequently, respondent no.2/complainant lodged an FIR against petitioner no. 1 (husband).

6. On 05.07.2023 parties had arrived at a settlement during the first motion of proceedings of divorce and a further settlement dated 23.01.2025 was also executed between the parties containing further terms and conditions of the settlement. The terms of the settlement as agreed during the recording during the second motion of divorce between the parties in HMA No. 177/2025 reads as under: -

“The settlement deed executed on 05.07.2023 between us is containing terms and conditions which is already exhibited during, the first motion proceedings and further settlement deed dated 23.01.2025 was also executed between us containing further terms and conditions.

From the said wedlock, one female child (eligible) Kyna Neha Pahuja was born on 06.06.2019, who is in custody of petitioner no. 2. We understand that this settlement agreement would not affect the rights of child for maintenance or in properties of any person including both of us in any manner.

We tried to reconcile and to continue the family life as husband and wife but failed and all efforts made by elders/well wishers also went in vain and no settlement could take place for continuing with the peaceful and happy marriage.

We have also agreed that we will not initiate any litigation or will not also any claim in future againsts: each other and the family members and relatives of each other.

We further declare that the marriage between us is irretrievably broken down and we have decided not to live together anyone. Various efforts were made by the relatives, friends and even by court for patch up but of no use.

We further declare that there has been no inducement, threat or coercion by anybody and we are giving statement voluntarily. We further declare that there is no other proceedings pending in any court of law except FIR. No. 469 /2024, PS Madhu Vihar.



As per settlement deeds, it is agreed that petitioner no. / husband shall sell out the property hearing no. Flat No. 2201, Tower 33, Amanora Park Town, Hadapsar, Pune-411028 jointly within four months from today or before: 'quashing of above said FIR and shall pay 50% and 20% of consideration amount of the above said property after selling out it to petitioner no. 2/ wife and his daughter respectively.

It is agreed that permanent custody of above said child namely Kyna Neha Pahuja shall remain with petitioner no. 2.

It is further agreed that petitioner no. 2 shall withdraw her case (s) before the concerned court on date fixed i.e. 18.02.2025. It is further agreed that petitioner no. 2 shall cooperate in quashing of above said FIR. We shall abide by settlement deed/MOU."

7. In terms of the said settlement, the marriage between the parties stands dissolved by a decree of divorce dated 01.02.2025, passed by Mr. Devender Kumar, Judge, Family Court-01, Shahdara, Karkardooma Courts, Delhi
8. Petitioner and complainant/respondent no. 2 are present before the Court and have been duly identified by their respective counsel, as well as the Investigating Officer PSI Varun, P.S. Madhu Vihar.
9. Complainant/respondent No.2 states that the matter has been settled with the petitioners and she has no objection if the FIR is quashed against the petitioners. She further states that all the terms of the settlement have been complied with. The parties have further undertaken to abide by their reciprocal obligations as agreed at the time of recording of their second motion during divorce proceedings.
10. Learned APP for the State submits that investigation in the present case is complete and chargesheet in the present case has been filed before the Court of competent jurisdiction.
11. In *Gian Singh v. State of Punjab* (2012) 10 SCC 303, Hon'ble Supreme Court has recognized the need of amicable resolution of disputes by observing as under:-



“61. In other words, the High Court must consider whether it would be unfair or contrary to the interest of justice to continue with the criminal proceedings or continuation of criminal proceedings would tantamount to abuse of process of law despite settlement and compromise between the victim and the wrongdoer and whether to secure the ends of justice, it is appropriate that criminal case is put to an end and if the answer to the above question(s) is in the affirmative, the High Court shall be well within its jurisdiction to quash the criminal proceedings.”

12. In view of the aforesaid circumstances, and the fact that the parties have put a quietus to the dispute, no useful purpose will be served in continuing with the present FIR No. 469/2024, under Section 498A/406/34 IPC and Section 3 and 4 of Dowry Prohibition Act, registered at PS Madhu Vihar, Delhi and all other consequential proceedings emanating therefrom, including the chargesheet filed and pending before the Court of Ms. Moksha Bains, learned Judicial Magistrate First Class, Mahila Court-02, Karkardooma Courts, Delhi.

13. In the interest of justice, the petition is allowed, and the FIR No. 469/2024, under Section 498A/406/34 IPC and Section 3 and 4 of Dowry Prohibition Act, registered at PS Madhu Vihar, Delhi and all other consequential proceedings emanating therefrom, including the chargesheet filed and pending before the Court of Ms. Moksha Bains, learned Judicial Magistrate First Class, Mahila Court-02, Karkardooma Courts, Delhi, is hereby quashed.

14. It is however directed that this order shall not come in the way of the minor child in claiming her rights of inheritance, maintenance, educational & marriage expenses, etc. against any of the parties.

15. Petition is allowed and disposed of accordingly.



16. Pending application(s), if any, also stand disposed of.

AMIT SHARMA, J

JULY 11, 2025/nk/yg