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

+ CRL.M.C. 5297/2025 and CRL.M.A. 22844/2025

JITENDER MAHESHWARI & ORS.Petitioners

Through: Ms. Sushma Gupta, Advocate for
petitioner no. 2.

versus

THE STATE GOVT. (N.C.T. OF DELHI) & ANR.....Respondents

Through: Mr. Sanjeev Sabharwal, APP for the
State with SI Chanda, PS PVE.

**CORAM:
HON'BLE MR. JUSTICE ARUN MONGA**

**ORDER
06.08.2025**

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1. Petitioner seeks compromise quashing of FIR No. 474/2022 dated 09.05.2022 under Sections 498A, 406, 34 of IPC registered at P.S. Paschim Vihar East, Delhi, and subsequent pending proceedings pending arising there from.
2. The dispute arose out of matrimonial discord between petitioner no.1 (husband) and respondent no.2 (wife). During pendency of proceedings, parties have amicably settled their disputes at the Delhi Mediation Centre, Rohini Courts, on 25.09.2024, whereby the husband agreed to pay a total sum of Rs. 2,25,000/- in full and final settlement towards stridhan, maintenance, permanent alimony and other claims. Two instalments of Rs.80,000/- each have already been paid at the time of recording statements



in first and second motions for divorce under Section 13B HMA, and the balance Rs.65,000/- is being tendered today before this Court.

3. Learned Counsel for the petitioners submits that the parties out of their own volition and without any coercion or undue influence, have amicably settled their dispute *vide* Settlement Agreement dated 25.09.2024 executed before the Delhi Mediation Centre, Rohini, Delhi.

4. Learned APP for the State submits that in view of the settlement and the categorical stand of respondent no.2, the State has no serious objection if the FIR is quashed, subject to satisfaction of the Court.

5. Having heard, complainant's wife is present in person and on a query put to her, she would candidly state that not only the settlement has been arrived on her own volition without any duress and coercion, but even the terms of settlement thereof have been duly complied with. She acknowledges receipt of the agreed settlement amount and states that she has no objection to the quashing of the FIR and proceedings arising therefrom.

6. She would submit that pursuant thereto marriage between her and petitioner no.1 already stands dissolved by mutual consent *vide* decree dated 15.04.202 granted by competent Family Court in Delhi.

7. It is born out that as part of settlement, the minor son born out of the wedlock shall remain in permanent custody of the petitioner no. 1/husband, on a query put qua the same his mother (complainant) states that she has agreed to the same on her own and has no objection qua the same.

8. In view of the aforesaid, further continuation of the proceedings will be abuse of process of law and even otherwise, the same would be nothing but a hurdle in the bonhomie and the cordiality in the spirit of which the parties have arrived at the settlement.



9. On the contrary, continuation of the same would rather impede into the peaceful living in future and also unnecessary resulting hostilities which have otherwise been now condoned voluntarily in course of the mediation proceedings by way of mutual settlement.

10. Accordingly, invoking inherent powers vested with this Court under Section 528 of the BNSS it is deemed expedient to quash the FIR in question arising out of matrimonial dispute between the parties. Reference in this context may also be had to judgment rendered in the case of ***Gian Singh Vs. State of Punjab & Anr. [(2012) 10 SCC 303]***.

11. Accordingly, the FIR No. 474/2022 dated 09.05.2022 under Sections 498A, 406, 34 of IPC registered at P.S. Paschim Vihar East, Delhi and the subsequent proceedings initiated pursuant thereto are hereby quashed.

ARUN MONGA, J

AUGUST 6, 2025/kd