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

+ **CRL.M.C. 5353/2025**

LALIT MOHAN & ORS.

.....Petitioners

Through: Ms. Sonia A. Menon Counsel for
Petitioner with Petitioner No.1 in
person Petitioner No.2 and 3 through
VC.

versus

STATE (NCT OF DELHI) & ANR.

.....Respondents

Through: Mr. Shoaib Haider, APP for the State
with SI Rinki, D-3527.
Mr. Harish Chand Sharma and Ms.
Poonam B. Sharma, Advocates for R2
with R2.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

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07.08.2025

CRL.M.A. 23064/2025 (Exemption)

1. Exemption allowed, subject to all just exceptions.
2. The Application stands disposed of.

CRL.M.C. 5353/2025

3. Petition under Section 482 of the Code of Criminal Procedure, 1973 (*corresponding Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023*) (*hereinafter referred to as 'B.N.S.S.'*), has been filed on behalf of the Petitioners for quashing of FIR No.241/2017 dated 10.06.2017 under Section 498A/406/34 of the Indian Penal Code, 1860 (*hereinafter referred to as 'IPC'*) registered at Police Station K.N. Katju Marg, Delhi and all the consequential proceedings emanating therefrom, in terms of the Settlement



Deed dated 14.10.2024.

4. Issue Notice.

5. On advance Notice, learned APP has appeared and accepted 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 30.11.2011, according to the Hindu rites and ceremonies and a female child Ms. Ananya was born out of the said wedlock on 21.10.2012. The parties have been living separately since 26.05.2016 from each other.

7. On the Complaint of the Respondent No.2/Complainant, FIR No.241/2017 dated 10.06.2017 under Section 498A/406/34 of IPC, got registered at Police Station K.N. Katju Marg.

8. It is submitted that the FIR was a consequence of the matrimonial disputes between the Complainant and the Petitioners. 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 14.10.2024. In the Settlement, 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 under Section 13-B(1) and 13-B(2) of Hindu Marriage Act, 1955. It is stated that the Petitioner No.1/husband shall pay a sum of Rs.50,00,000/- 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 four instalments. It is also stated that the Petitioner No.1 shall pay first instalment of Rs.5,00,000/-, by way of DD/Pay Order, drawn on 10.10.2024, HDFC Bank, Sector-70,



Noida, in the name of Bhavna and Rs.5,00,000/-, by way of DD/Pay Order bearing No.000966, drawn on 10.10.2024 HDFC Bank, Sector-70 Noida Branch, in the name of daughter Ananya, to Respondent No. 2/wife, at the time of recording of Statements of both the parties under Section 13-B (1) of the Hindu Marriage Act, 1955; the second instalment of Rs.5,00,000/- shall be paid by the Petitioner No. 1, by way of Bank Draft/Pay Order, in the name of Bhavna and Rs.5,00,000/- shall be paid by the Petitioner No. 1, by way of DD/Pay Order in the name of daughter Ananya, at the time of withdrawal of Complaint Case bearing CC No. 4343/2017; the third instalment of Rs.10,00,000/- shall be paid by the Petitioner No.1, by way of Bank Draft/Pay Order, in the name of Bhavna and Rs.10,00,000/- shall be paid by the Petitioner No. 1, by way of DD/Pay Order, in the name of daughter Ananya at the time of recording of statement of the parties in second motion Petition under Section 13-B(2) of the Hindu Marriage Act and the balance sum of Rs.10,00,000/- shall be paid by the Petitioner No. 1, by way of DD/Pay Order, in the name of Bhavna at the time of quashing of the said FIR. It is also submitted that the parties shall withdraw all the proceedings pending against each other.

9. Today, the Petitioner No. 1 has handed over two Demand Drafts bearing No. 533084 dated 26.05.2025, drawn from State Bank of India, for a sum of Rs.5,00,000/- in favour of Bhavna and the other Demand Draft dated 04.08.2025, drawn from Yes Bank Limited, Noida in favour of Bhavna, to the Respondent No. 2/wife, in the Court. The Complainant is present in the Court, who 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 21.10.2024, the marriage between the



Petitioner No.1 and the Respondent No. 2, had been dissolved by mutual consent, as per the Hindu law.

11. Both the parties 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 No.241/2017 dated 10.06.2017 under Section 498A/406/34 of IPC, registered at Police Station K.N. Katju Marg and all the consequential proceedings emanating therefrom are quashed. It is hereby clarified that the said Compromise is without prejudice to the rights and entitlement of the child.

13. The Petition is disposed of accordingly.

NEENA BANSAL KRISHNA, J

AUGUST 7, 2025/RS