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

+ **CRL.M.C. 6721/2025**

SUNNY SINGH AND ANR.

.....Petitioners

Through: Mr. Arvind Vashistha and Ms. Sakshi Panwar, Advocates for Petitioner Nos.1 & 2 along with Petitioner Nos.1& 2 in person.

versus

STATE THROUGH SHO PS RANHOLA AND ANR.....Respondents

Through: Mr. Shoaib Haider, APP for the State.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

% **19.09.2025**

CRL.M.A. 28286/2025 (Exemption)

1. Exemption allowed, subject to all just exceptions.
2. The Application stands 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 old provision of law) (*hereinafter referred to as 'Cr.PC'*), has been filed on behalf of the Petitioners, for quashing of FIR No. 0797/2024 under Section 85/316(2)/(3)(5) of the Bharatiya Nyaya Sanhita, 2023 (*hereinafter referred to as 'BNS'*) registered at Police Station Ranhola and all the consequential proceedings emanating therefrom, on the basis of the Settlement dated 21.12.2024.



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 28.02.2017, according to the Hindu rites and ceremonies and one female child, namely, Bhavika was born out of the said wedlock on 12.11.2018. Due to temperamental differences and certain other reasons, they have been living separately from each other since March, 2019.
7. On the Complaint of the Respondent No.2/Complainant, FIR No.0797/2024 under Section 85/316(2)/(3)(5) of BNS, got registered at Police Station Ranhola.
8. The parties are present before this Court in-person today, and have been identified by their learned counsel and Investigating Officer concerned.
9. It is submitted that the FIR was a consequence of the matrimonial disputes between the Complainant and the Petitioners. It is stated that the Petitioners 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 21.12.2024, before the Delhi Mediation Centre, Dwarka Courts, New Delhi. 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.26,00,000/- 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 three instalments. It is also stated that the Petitioner No.1 shall pay first instalment of Rs.5,00,000/- 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. 11,00,000/-, shall be paid by the Petitioner No. 1 to the Respondent No. 2, at the time of recording of Statements under Section 13-B(2) of the Hindu Marriage Act, 1955 and the third instalment of Rs.10,00,000/-, shall be paid by the Petitioner No.1, to the Respondent No. 2, at the time of quashing the aforesaid FIR. It is settled between the parties that they would not file any case in future against each other. It is also settled between the parties that the custody of the child shall remain with the Respondent No. 2.

10. It is stated that the Petitioner No.1 has already paid the first instalment of Rs.5,00,000/- to the respondent No. 2, at the time of recording of statements in First Motion Petition under Section 13(b) of the Hindu Marriage Act, 1955 and the second instalment of Rs.11,00,000/- has been paid by the Petitioner No.1 to the respondent No. 2, at the time of recording of statements in Second Motion Petition under Section 13(b)(2) of the Hindu Marriage Act, 1955. A cheque for a sum Rs.10,00,000/-, i.e the balance amount, has been handed over to the respondent No. 2/wife by the Petitioner No.1 in the Court today *vide* Demand Draft No.186691 dated 18.09.2025, made in favour of Sukrati, drawn on Punjab National Bank, Kirari, Delhi and the same has been accepted by the respondent No. 2/wife.

11. 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.

12. It is also stated that on 22.05.2025, the marriage between the Petitioner



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

13. 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.

14. Considering the nature of the allegations and that they have settled the matter, the FIR No. No.0797/2024 under Section 85/316(2)/(3(5) of BNS, registered at Police Station Ranhola 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.

15. The Petition is disposed of accordingly.

NEENA BANSAL KRISHNA, J

SEPTEMBER 19, 2025/RS