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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(CRL) 3437/2024, CRL.M.A. 28865/2025**
KULDEEP KAMAL & ORS.

.....Petitioner
Through: Petitioners appeared through Video Conferencing along with learned Counsel.

versus
STATE OF NCT OF DELHI & ANR.

.....Respondents
Through: Mr. Anand v khatri ASC CRL with Aditya Khatri Advocate with SI Wormichon.
Ms. Kawaljit Kochar (Sr. Adv.), Mr. Deepanshu (Adv.). Mr. Utkarsh Vats (Adv.). Mr. Drouhn Garg (Adv.). Appearing for Respondent no. 2 (Vibha Manak).

CORAM:
HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER
24.09.2025

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CRL.M.A. 28865/2025 (under Section 528 of Bhartiya Nagrik Suraksha Sanhita, 2023 on behalf of the Petitioners for Early Hearing)

1. An Application has been filed on behalf of the Petitioners for early hearing on the present Petition as the parties have already arrived at a Settlement Agreement dated 20.12.2024.
2. In view of the submissions made, the Application is allowed and the matter is preponed for hearing today itself.
3. The Application stands disposed of.



W.P.(CRL) 3437/2024

4. A Petition under Article 226 of Constitution of India read with Section 528 of the Bhartiya Nagrik Suraksha Sanhita, 2023 has been filed on behalf of the Petitioners seeking quashing of FIR No.0030/2023 dated 26.04.2023 under Section 498-A/406/34 IPC registered at Police Station Nanakpura.

5. Brief facts of the case are that the marriage was solemnized between petitioner No. 1 and respondent No. 2 on 06.02.2018 according to Hindu rites and ceremonies. It is stated that a child was born out of the said wedlock, who is now aged about 9 years. Since 2019, the parties started residing separately.

6. It is further submitted that on 26.04.2023, on the complaint of respondent No. 2, an FIR bearing No. 0030/2023 under Sections 498A/406/34 of the Indian Penal Code, 1860 got registered at Police Station Nanakpura.

7. It is stated that the parties were referred before the Mediation Centre, Delhi High Court, where both the parties amicably settled all the disputes and differences *vide* Compromise Deed dated 20.12.2024, 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. 21,50,000/- 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. 14,00,000/- to respondent No. 2/wife in two installments viz., Rs.7,00,000/- was paid at the time of recording of statements in First Motion Petition under Section 13(b) of the Hindu



Marriage Act, 1955 and another Rs.7,00,000/- was paid at the time of recording of statements in Second Motion Petition under Section 13(b)(2) of the Hindu Marriage Act, 1955.

8. It is further stated that the remaining third installment of Rs.7,50,000/- shall be paid by the petitioner No. 1/husband at the time of quashing of FIR No. 0030/2023. It is also stated that the child shall remain in the custody of petitioner No. 1/husband and respondent No. 2/wife shall have no visitation rights.

9. It is also stated that on 02.05.2025, the marriage between petitioner No. 1 and respondent No. 2 had been dissolved as per Hindu law.

10. In view of the Compromise Deed dated 20.12.2024, the present petition has been filed.

11. 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.

12. The third installment of Rs.7,50,000/- has been paid to the respondent No. 2/wife by the petitioner No. 1 today in the Court via Bank Draft No.000036 drawn on HDFC Bank, Greater Noida, and the same has been confirmed by the respondent No. 2/wife.

13. The parties have submitted that all the disputes have been amicably settled vide Compromise Deed dated 20.12.2024 and thus, no fruitful purpose will be served in continuing with the FIR.

14. 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 20.12.2024



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

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. 0030/2023 registered at Police Station Nanakpura, 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 along with pending Application(s).

20. The next date of 16.12.2025 is hereby cancelled.

NEENA BANSAL KRISHNA, J

SEPTEMBER 24, 2025/va