



\$~52

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 9596/2024**
VIDYA BHUSHAN DUBEYPetitioner
Through: Mr. Aman Panwar, Mr. Shivansh
Saxena and Mr. Anuj Sehrawat, Adv.

versus

STATE N C T OF DELHI & ANR.Respondents
Through: Mr. Digam Singh Dagar, APP for
State with Insp. Dinesh Chandra, PS.
Khajuri Khas.
Mr. Anil Kr. Gupta, Adv. for R-2
along with R-2 in person.

CORAM:
HON'BLE MR. JUSTICE VIKAS MAHAJAN

% **ORDER**
08.01.2025

CRL.M.A. 36821/2024 (exemption)

1. Allowed, subject to all just exceptions.
2. Application stands disposed of.

CRL.M.C. 9596/2024

3. The present petition has been filed under Section 528 BNSS, 2023 seeking quashing of FIR No.669/2019 under Sections 498A/406/34 IPC and Section 4 of Dowry Prohibition Act, 1961 registered at Police Station Khajuri Khas and all consequential proceedings emanating therefrom on the ground that the parties have arrived at a settlement.
4. Issue notice. The learned APP for the State accepts notice. He submits that since the FIR is an outcome of a matrimonial dispute and the parties have



arrived at a settlement, the State has no objection in case the FIR in question is quashed.

5. The petitioner (former husband), as well as, respondent no. 2 (former wife) are present in the Court and they have been identified by their respective counsel and by the Investigating Officer Insp. Dinesh Chandra, PS. Khajuri Khas.

6. The brief facts of the case are that the marriage between the petitioner no.1 and respondent no. 2 was solemnized on 23.04.2017 according to Hindu Rites and Customs. No child was born out of the said wedlock.

7. On account of temperamental issues certain disputes arose between the parties and they started living separately since April 2017. The dispute between the parties also led to the registration of present FIR.

8. During the pendency of the proceedings, the parties have arrived at a settlement, terms whereof were reduced in writing in the form of Settlement Agreement dated 02.05.2023, which is annexed as Annexure P-2 to the present petition.

9. In terms of the said settlement, the parties decided to dissolve their marriage by filing a petition for divorce by way of mutual consent. Accordingly, the petitioner and respondent no.2 have obtained a decree of divorce dated 05.12.2023, which is annexed as Annexure P-3 to the present petition.

10. It is a term of the settlement between the parties that the petitioner shall pay a total sum of Rs.4.60 lacs to the respondent no.2 towards full and final settlement of all her claims on account of *streedhan*, permanent alimony, dowry articles, maintenance (past, present and future) etc. Out of the said amount, a sum of Rs. 3 lacs has already been paid by the petitioner to the



respondent no.2 in the manner as mentioned in the settlement. The remaining amount of Rs.1.60 lacs has been paid to the respondent no.2 today in the Court by the petitioner by way of Demand Draft bearing No.361948 dated 24.10.2024 issued by Bank of Baroda, Ramganj.

11. The receipt of entire amount of Rs.4.60 lacs is acknowledged by the respondent no.2, who is present in Court.

12. The respondent no.2, on a query posed by the Court, states that she has no objection in case the FIR is quashed.

13. In view of the fact that the parties have arrived at a settlement, no useful purpose will be served in continuing the proceedings, rather the same would create further acrimony between them.

14. It is, thus, in the interest of justice that the present FIR and all the other proceedings emanating therefrom be quashed.

15. Consequently, the petition is allowed and the FIR No.669/2019 under Sections 498A/406/34 IPC and Section 4 of Dowry Prohibition Act, 1961 registered at Police Station Khajuri Khas alongwith all other proceedings emanating therefrom, is quashed.

16. The petition stands disposed of in the above terms.

17. Order be uploaded on the website of this Court.

VIKAS MAHAJAN, J

JANUARY 8, 2025/dss