



\$~50

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

+ **CRL.M.C. 8287/2025**

PANKAJ KUMAR & ORS.

.....Petitioners

Through: Mr. Karan and Mr. Shlok, Advocates
with Petitioners.

versus

STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Ms. Kiran Bairwa, APP for the State.
Mr. Sunil Singh, Advocate for R2
with R2.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

%

20.11.2025

CRL.M.A. 34540/2025 (Exemption)

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

CRL.M.C. 8287/2025

3. Petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (*hereinafter referred to as 'B.N.S.S.'*) (old Section 482 of the Code of Criminal Procedure, 1973 (*hereinafter referred to as 'Cr.PC'*)), has been filed on behalf of the Petitioners, for quashing of FIR No.687/2022 dated 29.10.2022 under Section 498A/406/34 of the Indian Penal Code, 1860 (*hereinafter referred to as 'IPC'*) registered at Police Station Uttam Nagar and all the consequential proceedings emanating therefrom, in terms of the Settlement dated 18.09.2024 and 25.09.2025.



- .
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 08.03.2019, according to the Hindu rites and ceremonies and one child, namely, Master Aayu, was born out of the said wedlock.
 7. On the Complaint of the Respondent No.2/Complainant, FIR No.687/2022 dated 29.10.2022 under Section 498A/406/34 of IPC, got registered at Police Station Uttam Nagar.
 8. It is submitted that the FIR was a consequence of the matrimonial disputes between the Complainant and the Petitioner No.1. 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* MOU dated 18.09.2024. 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. In terms of the Settlement dated 18.09.2024, the Petitioner No.1/husband shall pay a sum of Rs.7,80,000/- and a LIC Policy with maturity amount of Rs.4,00,000/- in the name of the son Master Aayu, towards full and final settlement of all the claims in all respect i.e. past, present and future maintenance, balance *istridhan* and alimony of the Respondent No. 2/wife. It is also settled between the parties that the custody of the child shall remain with the Respondent No.2.
 9. A sum of Rs.5,80,000/- has already been received by the



Complainant. Balance sum of Rs.2,00,000/- *vide* Demand Draft has been handed over to the Complainant, which is accepted by her. The terms of MOU in respect of LIC, were modified *vide* Settlement dated 25.09.2025, wherein the parties have agreed that in lieu of LIC, the Petitioner No. 1 shall pay an additional amount of Rs.2,25,000/-, which has also been handed over to the Respondent No. 2, in the Court today by way of Demand Draft bearing No.139689, drawn from IndusInd Bank, Dwarka, Delhi, for a sum of Rs.4,25,000/- dated 19.11.2025, in favour of Ritu, to the Respondent No. 2, which is accepted by her.

10. 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.

11. It is also stated that on 18.09.2024, the marriage between the Petitioner No. 1 and the Respondent No. 2, had been dissolved by mutual consent, as per the Hindu law.

12. The parties are present before this Court in-person today, and have been identified by their Counsel and Investigating Officer concerned and they have entered into the Settlement voluntarily and without any fear and coercion and undertake to remain bound by the terms of the said Settlement.

13. Considering the nature of the allegations and that they have settled the matter, the FIR No. 687/2022 dated 29.10.2022 under Section 498A/406/34 of IPC, registered at Police Station Uttam Nagar 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.



14. The Petition is disposed of accordingly.

NEENA BANSAL KRISHNA, J

NOVEMBER 20, 2025/RS