



\$~42

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

+ **W.P.(CRL) 3880/2024**

ARUN & ANR.

.....Petitioners

Through: Mr. Rajendra Kumar Yadav,
Advocate along with Petitioners in
person

versus

THE STATE GOVT OFNCT OF DELHI & ANR.Respondents

Through: Mr. Anand V. Khatri, ASC for State
Mr. C. K. Kant, Advocate for R-2
Respondent No. 2 in person

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

%

13.02.2025

1. This petition has been filed under Article 226 of the Constitution of India read with Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 seeking quashing of FIR No. 389/2020 dated 24.09.2020 registered at P.S. Delhi Cantt., Delhi for the offences punishable under Sections 498A/406/34 of the Indian Penal Code, 1860 (IPC) on basis of the settlement between the parties.

2. The subject FIR has been filed on the complaint of Respondent No.2. Respondent No. 2 is the wife of Petitioner No. 1 and daughter-in-law of Petitioner No. 2. It is the case of the Petitioners that the parties have settled all their disputes in terms of the settlement arrived at between the parties before Delhi Mediation Centre, Patiala House Courts, New Delhi on 29.04.2023. The document dated 29.04.2023 recording the settlement



between the parties has been annexed with this petition as Annexure-B.

3. Petitioner Nos. 1 and 2 are present in Court and have been identified by the learned counsel for the Petitioner as well as the Investigating Officer ('I.O.').

4. Respondent No. 2 is also personally present in Court and is identified by the learned counsel for Respondent No. 2, as well as the I.O. Respondent No. 2 is duly accompanied by her mother, Ms. Sangeeta.

5. Learned counsel for the Petitioners' states that the disputes between the parties arise out of a matrimonial relationship between Petitioner No. 1 and Respondent No. 2.

5.1. He states one baby girl was born out of this wedlock on 08.04.2019 and the custody of the minor daughter is with Respondent No. 2.

5.2. He states that parties have elected to part away and a decree of divorce by way of mutual consent has already been passed on 23.10.2024.

5.3. He states a settlement was arrived between the parties before the Delhi Mediation Centre, Patiala House Courts, New Delhi on 29.04.2023.

5.4. He states that as per the settlement, the Petitioner has undertaken to pay a lump sum amount of Rs. 50,000/- to Respondent No. 2 for her permanent alimony. He states that the said amount was also towards the maintenance of the minor child.

5.5. He states, however, that during course of the divorce proceedings, the Family Court had directed the Petitioner No. 1 herein to enhance the lump sum amount.

5.6. He states that Petitioner No. 1 agreed to enhance the amount and pay a lump sum amount of Rs. 1,30,000/- to both Respondent No. 2 and the minor child Tanya.



5.7. He states that a sum of Rs. 30,000/- already stands paid and the balance amount of Rs. 1 lakh will be paid over to Respondent No. 2 in cash today.

5.8. He states though Petitioner No. 1 is ready and willing to have the custody of the minor daughter and look after her; however, Respondent No. 2 has agreed in the settlement that she wants to retain the custody of the minor daughter.

6. Learned counsel for Respondent No. 2 states that Respondent No. 2 admits that she has arrived at a settlement with the Petitioners herein on 29.04.2023 and has also filed an affidavit in support of this petition agreeing to the quashing of the subject FIR. He states that however, it is her plea that Petitioner No. 1 be directed to provide monthly maintenance for the minor daughter, Tanya. He states that Petitioner be directed to provide at least Rs. 2,000/- per month to minor daughter, Tanya.

7. Respondent No. 2 has interacted with this Court and stated that Petitioner No. 1 must provide a monthly maintenance of Rs. 2000 for the minor daughter.

8. In response, Petitioner No. 1, who is present in Court has interacted with this Court and explained that he is a daily wage. After deliberations with the lawyer and this Court, he has agreed to pay a sum of Rs. 2,000/- per month to Respondent No. 2 towards the monthly maintenance of his minor daughter Tanya in the Post Office Name: Delhi Cantt S.O., Scheme: Sukanya Samriddhi Yojana, Account ID: 010003545869, Name of Depositor: Tanya.

9. Petitioner has also handed over the amount of Rs. 1 lakh in cash to Respondent No. 2 in terms of the settlement. The amount has been duly



received by Respondent No. 2.

10. This Court has interacted with the Petitioner No. 1 and Respondent No. 2 and the sum of Rs. 2,000/- towards the monthly maintenance of their minor daughter has been fixed with the consent of the parties. The hearing was held in vernacular and interactions with the parties was also done in vernacular so as to explain the same to them.

11. The bank account details of Respondent No. 2 have been recorded in the order and the Petitioner shall ensure that the amount of Rs. 2,000/- is credited into the said account on or before 7th of every calendar month. The Petitioner will make the first payment of Rs. 2,000/- w.e.f. 07.03.2025.

12. It is clarified that the inter-se settlement between the Petitioners and Respondent No. 2 recorded in settlement of 29.04.2023 will not have any impact on the rights of the minor child against Petitioner No. 1, which rights are independent and are regulated by law. However, with respect to the prayer for quashing the subject FIR in view of the settlement arrived between the parties and considering that it arises out of matrimonial relationship, this Court is satisfied that the subject FIR can be quashed.

13. Considering the above settlement between the parties and the chances of conviction of the Petitioners being remote and bleak, there is no use continuing with proceedings of the present FIR as it would be a misuse of the process of the Court and an unnecessary burden on the State exchequer. Accordingly, the petition is allowed. Consequently, the FIR No. 389/2020 under Sections 498A/406/34 registered at P.S. Delhi Cantt., Delhi and proceedings emanating therefrom, are quashed, *qua* the Petitioners.

14. Parties shall abide by the terms of settlement.

15. Accordingly, the petition is disposed of. Pending applications (if any)



are disposed of as infructuous.

16. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, www.delhihighcourt.nic.in, shall be treated as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

MANMEET PRITAM SINGH ARORA, J

FEBRUARY 13, 2025/rhc/MG