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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 9203/2025**

AMBUJ JAIN & ORS.

.....Petitioners

Through: Mr. Vinay Kumar Tomar, Advocate
with Petitioners.

versus

THE STATE OF NCT OF DELHI AND ANRRespondents

Through: Mr. Shoaib Haider, APP for the State
with SI K L Kuldeep, PS Sarai
Rohilla.
Ms. Aruna Mehta and Mr. Lakshay
Mehta, Advocates with R2.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

22.12.2025

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CRL.M.A. 38438/2025 (Exemption)

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

CRL.M.C. 9203/2025

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 (*hereinafter referred to as 'Cr.PC'*), has been filed on behalf of the Petitioners, for quashing of FIR No.0234/2023 dated 04.04.2023 under Section 498A/406/34 of the Indian Penal Code, 1860 (*hereinafter referred to as 'IPC'*) registered at Police Station Sarai Rohilla, Delhi and all the consequential proceedings emanating therefrom, in terms of the Settlement dated 14.05.2025.



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 02.05.2021, according to the Hindu rites and ceremonies and one female child was born out of the said wedlock on 09.08.2022. Due to the differences of opinion and temperamental differences, they started living separately since 26.01.2022.
7. On the Complaint of the Respondent No.2/Complainant, FIR No. 0234/2023 dated 04.04.2023 under Section 498A/406/34 of IPC, got registered at Police Station Sarai Rohilla, Delhi.
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* **Memorandum of Settlement (MOU)** dated 14.05.2025. 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 43,00,000/- 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, by way of DD/Electronic mode. It is also settled between the parties that the custody of minor daughter shall remain with the Respondent No. 2/Complainant.
9. It is stated that the Petitioner No. 1 has already paid Rs.33,00,000/- to



the Respondent No. 2/wife, by way of DD/Electronic mode.

10. Today, the Petitioner No. 1 has handed over the balance amount i.e. Rs.10,00,000/-, by way of Demand Draft bearing No. 819816, in favour of Shruti Jain, dated 19.12.2025, drawn from Punjab National Bank, Meerut-Roorkee Road, Utrar Pradesh-250001, to the Respondent No. 2, in the Court today, which is accepted by her.

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 FIR is quashed.

12. It is also stated that on 03.09.2025, 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 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.

14. Considering the nature of the allegations and that they have settled the matter, the FIR No. 0234/2023 dated 04.04.2023 under Section 498A/406/34 of IPC, registered at Police Station Sarai Rohilla, Delhi 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

DECEMBER 22, 2025/RS