



2025:DHC:5173



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

Date of Decision: 02.07.2025

+ W.P.(CRL) 1349/2025

SULABH ARORA ANR ORS

.....Petitioners

Through: Ms. Somya Chugh and Mr.
Gurmit Singh, Advs. with P-1
in person.
P -2 and P-3 present through
VC.

versus

THE STATE GOVT. OF NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Sanjay Lao, Standing
Counsel for State.
Ms. Vijay Sachdeva, Adv. for
R-2 along with R-2 in person.

CORAM:

HON'BLE MS. JUSTICE SHALINDER KAUR

SHALINDER KAUR, J (ORAL)

CRL.M.A. 12680/2025 (Exemption)

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

W.P.(CRL) 1349/2025, CRL.M.A. 12776/2025

3. The present petition has been filed by the petitioners under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023, seeking to quash the FIR bearing No. 551/2024 dated 22.07.2024 for offences punishable under Sections 406/341/34 of the Indian Penal Code, 1860



2025:DHC:5173



at Police Station Bhalswa Dairy and all consequential proceedings arising therefrom.

4. The learned counsel for the petitioners submits that that the petitioner no. 1, petitioner no. 2 and petitioner no. 3 are the husband, mother-in-law and sister-in-law, respectively, of the respondent no. 2. He submits that the marriage of the petitioner no.1 and the respondent no.2 was solemnized on 03.12.2024, in accordance with the Hindu rites and customs at Delhi and no child was born out of the said wedlock.

5. He submits that owing to certain misunderstandings that arose between them, the parties could not leave peacefully since 07.04.2021. Furthermore, the marriage of the petitioner no. 1 and respondent no. 2 suffered an irretrievable breakdown. The incompatible behaviour, conduct and temperamental issues between the parties led to the registration of the subject FIR.

6. He submits that with the intervention of the family members, relatives, and mutual acquaintances, the parties have arrived at an amicably and voluntary resolution of their disputes and that no further dispute subsists in relation thereto. Thereafter, the divorce by way of mutual consent has taken place between the petitioner no. 1 and respondent no. 2 *vide* the divorce decree dated 30.11.2024 passed by the Principal Judge, Family Court, North District, Rohini Courts, Delhi.

7. The present petition is premised on the aforesaid assertion that the dispute *inter se* the parties stand amicably resolved, of their own volition, uninfluenced by any coercion, compulsion or undue



2025:DHC:5173



inducement. In furtherance thereof, a Memorandum of Understanding/Settlement Deed dated 06.09.2024 has been duly executed between the petitioner no. 1 and the respondent No. 2. It is further submitted that, in terms of the said Settlement/MoU, respondent No. 2 has undertaken to withdraw all proceedings presently pending before various judicial fora.

8. As per the terms of Settlement, the petitioner no. 1 has agreed to pay a sum of Rs. 12,50,000/- to respondent no. 2, as a full and final settlement of all her claims including maintenance (past, present and future), permanent alimony, *stridhan* and all other miscellaneous expenses. The said MoU/Settlement Deed dated 06.09.2024 outlining the terms of settlement has been placed on record.

9. Pursuant to this Settlement, the Statement of the parties have been recorded by the Joint Registrar (Judicial) on 28.04.2025 and they have been duly identified by the Investigating Officer and their respective counsels. The respondent no. 2, in his statement before the Joint Registrar (Judicial), has stated therein, that she has no objection if the subject FIR and all the proceedings emanating therefrom are quashed.

10. Before this Court, the Investigating Officer has again identified the parties and they have confirmed that they are abiding by all the terms of the Settlement.

11. The complainant/respondent no. 2, who is present-in-person *via* video-conferencing before this Court, upon being queried, confirms that the Settlement Deed dated 06.09.2024 has been entered into between the parties and that in full and final settlement of all her



2025:DHC:5173



claims including maintenance (past, present and future), *stridhan*, dowry, articles, jewellery, permanent alimony etc. she has received entire settlement amount of Rs. 12,50,000/- from the petitioner no. 1 by way of Demand Drafts in three (03) instalments, in compliance of the terms of the said Settlement. The respondent no. 2 also confirms that the marriage has been dissolved *vide* the decree dated 30.11.2024 and that no litigation stand pending between the parties. Furthermore, she has no objection if the subject FIR and all consequential proceedings arising therefrom are quashed.

12. In view of the foregoing, the learned counsels of the parties, jointly prayed, for quashing of the subject FIR.

13. The learned APP, appearing on behalf of the State, submits that there is no objection is the subject FIR and all consequential proceedings arising therefrom are quashed.

14. In these circumstances, and having regard to the principles laid down by the Supreme Court in *Gian Singh vs. State of Punjab & Anr.*: (2012) 10 SCC 303 and *Narinder Singh & Ors. vs. State of Punjab & Anr.*: (2014) 6 SCC 466, and in view of the fact that the parties have amicably resolved their disputes voluntarily and without any coercion, this Court is of the considered opinion that no useful purpose would be served by continuing with the criminal proceedings. On the contrary, such continuation is likely to foster further animosity between the parties. Accordingly, in the interest of justice, the subject FIR and all proceedings emanating therefrom deserve to be quashed.

15. In conspectus of the above facts and the MoU/Settlement Deed dated 06.09.2024, the subject FIR No. 551/2024 dated 22.07.2024 for



2025:DHC:5173



offences punishable under Sections 406/341/34 of the Indian Penal Code, 1860 at Police Station Bhalswa Dairy and all consequential proceedings arising therefrom, are hereby quashed.

16. The present petition is, accordingly, disposed of, in the aforesaid terms.

SHALINDER KAUR, J

JULY 02, 2025/SU/KP

Click here to check corrigendum, if any