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

% *Date of Decision: 14.10.2026*

\# **CNR No. DLHC010027152013**

\+ **CRL.M.C. 69/2013 & CRL.M.A. 284/2013**

ASHWANI SHARMA & ORS. .....Petitioners

Through: Mr. Rais Farooqui, Advocate (*through video conferencing*)

versus

STATE GOVT. OF NCT OF DELHI & ANR. .....Respondents

Through: Ms.Manjeet Arya, APP for State with Inspector Mahesh Kumar.
Counsel for respondent no.2 with respondent no.2 (*appearance not given*)

CORAM: JUSTICE GIRISH KATHPALIA

J U D G M E N T (ORAL)

1. Petitioners seek quashing of case FIR No. 688/1999 of PS Samaipur Badli for offence under Section 498A/406/34 IPC on the ground that the complainant *de facto* (*respondent no.2*) has compromised the disputes with the petitioners.

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2. This petition remained pending since 11.01.2013 before different benches of this court and finally before this bench, it was heard on last date (*14.08.2026*), but had to be again adjourned since respondent no.2 requested for adjournment on account of inability of her counsel to appear. Today, I have heard learned counsel for petitioners as well as learned APP for State and learned counsel for respondent no.2.

3. Broadly speaking, the present respondent no.2 got embroiled in matrimonial disputes with her now deceased husband, so the subject FIR and maintenance proceedings were initiated by her against her husband and his parental family. During pendency of those disputes, the matter was referred to Mediation Cell of the Rohini Courts, where parties arrived at a comprehensive settlement of all disputes on 03.08.2011. In the said mediation settlement, duly signed by both sides, it was agreed that the present petitioners shall pay a sum of Rs.2,75,000/- in full and final settlement of all claims of the present respondent no.2 "*in lieu of her maintenance, alimony etc., past, present and future and also in lieu of her dowry/istridhan articles*". In further terms of the said agreement, the petitioners paid a sum of Rs.1,00,000/- to the present respondent no.2 and offered to pay the balance of Rs.1,75,000/-, but the respondent no.2 backed out of the settlement.

4. It is submitted by learned counsel for petitioners that during pendency of this petition, unfortunately petitioner no.1 and petitioner no.3, who were

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respectively the husband and the mother-in-law of the present respondent no.2, have passed away. It is submitted that continuance of the subject trial in the present situation would be gross injustice to the petitioners as till date, they are ready and willing to pay the balance settled amount of Rs.1,75,000/- to respondent no.2 so that the present FIR is quashed.

5. Learned counsel for respondent no.2 submits that the mediation settlement amount of Rs.2,75,000/- was to be in addition to the return of *stridhan* and not inclusive of *stridhan,* which is the reason, on the next date after the mediation settlement dated 03.08.2011, the present respondent no.2 submitted before the trial court, claiming that the amount of Rs.2,75,000/- was in addition to *stridhan.*

6. Learned APP for State submits that since the respondent no.2 did not accept the mediation settlement, the subject FIR cannot be quashed because the mediation settlement did not receive sanction of the court.

7. To begin with, it is quite unfortunate that this petition is pending before this court since the year 2013 on account of overflowing dockets. In the peculiar circumstances of this case, this continuance in itself is oppressive for the petitioners, who had not just entered into mediation settlement but even acted upon the same by paying Rs.1,00,000/- to respondent no.2.

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8. Admittedly, across the period of more than a decade after mediation settlement, the respondent no.2 opted not to return the amount of Rs.1,00,000/- that had been received by her from the petitioners. That being so, I am unable to find any justification for respondent no.2 to now back out of the settlement.

9. Coming to the contention of respondent no.2 that immediately after the mediation settlement dated 03.08.2011, she had raised objection before the trial court, a perusal of the said order dated 03.10.2011 filed with the reply to this petition does not fully support this contention. On 03.10.2011, before the trial court, the present respondent no.2 made only a bald submission that "*she does not agree with the present settlement and she again request to sent the present matter to Mediation*". On 03.10.2011 before the trial court, there was not even a whisper from the side of respondent no.2 that the agreed amount of Rs.2,75,000/- was in addition to return of *stridhan.* Thereafter, again the matter was sent to Mediation Centre but returned with the report that the same already stood settled on 03.08.2011. It appears that after she accepted Rs.1,00,000/- out of the agreed amount, she was misguided by someone to back out of the settlement.

10. Not just this, admittedly, it is on the basis of the same mediation settlement that the now deceased petitioner no.1 and the present respondent no.2 got their marriage dissolved by way of decree of divorce with mutual consent. That shows validation of the mediation settlement by court.

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11. Besides that, the learned Mahila Court magistrate also accepted the said mediation settlement and by way of order dated 26.03.2012 disposed of the maintenance proceedings as compromised, directing the parties to remain bound by the terms of the settlement entered between them before the Mediation Centre. It would be significant to note that order dated 26.03.2012 of the learned Mahila Court magistrate specifically recorded that the settlement in question had been carried out in the proceedings under Section 406/498A IPC and at that time, the present respondent no.2 present in that court, did not raise any whisper to challenge the said settlement.

12. In other words, the mediation settlement dated 03.08.2011 was clearly sanctified by the courts.

13. In view of above circumstances, I am satisfied that it would be in the interest of justice not to add to the torment of the petitioners by pushing them back to the trial court, especially because the mediation settlement dated 03.08.2011 was partly acted upon by both sides and the petitioners are ready and willing to pay the balance amount of Rs.1,75,000/- to respondent no.2, as assured by them.

14. Therefore, the petition is allowed and consequently the FIR No. 688/1999 of PS Samaipur Badli for offence under Section 498A/406/34 IPC as well as proceedings arising out of the same are quashed, subject to the petitioners paying to the respondent no.2, the balance settlement amount of

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Rs.1,75,000/- within two weeks by way of demand draft in her name, to be filed by the petitioners before the trial court. The accompanying application stands disposed of.

15. Copy of this order be sent to the learned trial court with the directions that in case respondent no.2 moves an appropriate application, the said demand draft shall be released to her as expeditiously as possible.

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(JUDGE)

OCTOBER 14, 2026/*ry*

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