



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

*Reserved on: 18<sup>th</sup> July, 2025*

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*Pronounced on: 08<sup>th</sup> August, 2025*

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**CRL.M.C. 863/2017**

1. **MR. PRIYANK SUKHIJA**

S/o Sh. Yashpal Ashok  
R/o I-20, Lajpat Nagar-III,  
New Delhi.

2. **SH. YASHPAL ASHOK**

S/o Jagdish Chander Ashok  
R/o I-20, Lajpat Nagar-III,  
New Delhi.

3. **SMT. SUNITA SUKHIJA**

W/o Sh. Yashpal Ashok  
R/o I-20, Lajpat Nagar-III,  
New Delhi

.....Petitioners

Through: Mr Ashwani Kr. Dhatwalia, Ms. Iti  
Sharma and Mr. Puneet Sharma,  
Advocates with Petitioners in person

Versus

1. **STATE**

Through Secretary  
Govt. of NCT of Delhi.

2. **MS. DIVYA MEHTA**

W/o Mr. Priyank Sukhija  
R/o I-23, Maharani Bagh,  
New Delhi.

.....Respondents



Through: Mr. Shoaib Haider, APP for the State with SI Vijay pal Singh P.S. CWC, Nanakpura.

Ms. Geeta Luthra, Sr. Advocate with Ms. Shashi Shanker, Mr. Anuj Singh, Ms. Prashansika Thakur and Mr. Rishabh Dahiya, Advocates for R-2 with R-2 in person.

**CORAM:**

**HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA**

**J U D G M E N T**

**NEENA BANSAL KRISHNA, J.**

1. Petition under Section 482 of the Code of Criminal Procedure, 1973 (*hereinafter referred to as "Cr.P.C."*) has been filed by the Petitioner seeking quashing of FIR No.21/2010 dated 10.02.2010 under Sections 498A/406/34 Indian Penal Code, 1860 (*hereinafter referred to as "IPC"*), registered at Police Station Crime (Women) Cell, Nanakpura and all the proceedings emanating therefrom.

2. ***Briefly stated***, Petitioner No.1/Priyank Sukhija got married to Respondent No.2/Divya Mehta on 16.02.2001 according to Hindu customs and rites. Some disputes arose between the parties which resulted in filing of a Complaint under Sections 498A/406/34 IPC by Respondent No.2 which resulted in FIR No.21/2010 on 10.02.2010.

3. With the intervention of friends and relatives, both the parties decided to resolve their disputes amicably and accordingly arrived at a Settlement dated 05.12.2011. In terms of the Settlement, they filed their first motion



Petition for Divorce by way of Mutual Consent under Section 13(B)(1) HMA, 1955 which was allowed by the learned ADJ vide Order dated 13.03.2012. In terms of the Settlement, Petitioner No.1 paid Rs.30 lakhs, in terms of Settlement amount to Respondent No.2 towards her claim for *Stridhan*, maintenance past, present and future and permanent alimony. The second motion of Divorce by mutual consent was filed by Petitioner No.1 and Respondent No.2 vide HMA No.1220/2015. The statements of Petitioner No.1 and Respondent No.2 were duly recorded in the said Petition and Divorce was granted vide Order dated 08.03.2016. .

4. The Petitioner has now sought quashing of FIR No.21/2010 in view of the mutual Settlement wherein they had undertaken that all the previous Complaint cases against each other or their respective families pending in any Court of law or in Police Station shall be withdrawn or quashed as per law.

5. In the light of the statements given by Respondent No.2/Ms. Divya Mehta before the Family Court and their Settlement, the Petitioners have sought the quashing of the FIR No.21/2010.

6. **The Status Report** has been filed on behalf of the State wherein it has been explained that on receiving the Complaint from Respondent No.2/Divya Sukhija in SPUWAC, Nanakpura, both the parties were called for counselling in Mediation, but no fruitful result came out resulting in registration of FIR No. 021/2010. The Chargesheet already stands filed in the Court of learned M.M on 06.12.2012 against the Petitioner who have been put in Column No. 11; while Lokesh Sukhija (*Devar*) and Smt. Mukta



Sukhija (*Devrani*) have been put in Column No. 12. It is further stated that in the meanwhile, the matter has been Settled for Rs.30 lakhs and both the motions of divorce had been completed.

7. The ***Respondent No. 2*** appeared and learned Senior Advocate on behalf of Respondent No. 2 contended that there is no complete compliance of the terms of Settlement. At the time of First Motion, the parties had relied on the Memorandum of Settlement dated 05.12.2011 Ex.P1, wherein Petitioner No.1/Priyank Sukhija undertook to pay a sum of Rs.1.75 crores to Respondent No.2 in full and final Settlement of all her claims towards alimony, dowry etc.

8. However, in their statement recorded *at the time of Second Motion*, it was mentioned that there was no possibility of reconciliation between the parties. It was further stated that they have agreed to dissolve their marriage by Decree of Divorce and that the amount of Rs.30 lakhs which had already been paid at the time of First Motion, shall be treated as full and final settlement, and that Petitioner No.1 shall not make any further payment for grant of Divorce by mutual consent. Consequently, the divorce was granted.

9. ***It is submitted by the Respondent No. 2*** that it is inconceivable that when the parties had initially agreed for the Settlement for Rs.1.75 crores as was recorded in the First Motion, the Respondent No.2 would concede for a Settlement of payment of Rs.30 lakhs. It is submitted that in fact, as per the Memorandum of Settlement dated 05.12.2011, the Petitioner No.1 had agreed to pay Rs.1.75 crores. Till such time the entire amount is paid, the FIR must not be quashed.



**10.** It is further argued that there is no ground for quashing of the FIR because the Respondent No.2 had been subjected to physical beatings which is corroborated by the medical record. The Discharge Slip of AIIMS Hospital indicates that she was admitted in the Hospital on 01.04.2009 at 04:32 AM and was discharged at 04:50 A.M. The history recorded was of assault on 01.04.2009. There was an abrasion on her left forehead and a small cut of 0.5 X 0.2 cm on her right Index finger. The document fully corroborates her allegation in the Complaint that she had been subjected to physical torture. Considering the gravity of the allegations in the Chargesheet under Section 498A/406/34 IPC, it is not a fit case for quashing of FIR.

**11.** *Learned Counsel for the Petitioner* has argued and has also submitted in the written submission, that at the time of recording of the statements in Second Motion of mutual consent under Section 13(B) (2), it has been clearly recorded that the full and final Settlement was in the sum of Rs.30 lakhs which have admittedly been paid. Pursuant to the undertaking given by the Petitioners, they did not pursue their Complaints pending in the Court of learned CMM, Saket, which got dismissed in default. The Petitioners have fully abided by the terms of the Settlement and have performed their part of the Agreement.

**12.** There is no ground for Respondent No.2 to now challenge the quashing of the FIR. She is legally bound to co-operate in the quashing of the present FIR. The Respondent No.2 is obligated to adhere to the



undertaking and cannot back out of the commitment and should co-operate in the quashing of FIR.

**13.** Reliance has been placed on Ganesh vs. Sudhir Kumar Shrivastava & Ors. (2020) 20 SCC 787 and Ruchi Agarwal vs. Amit Kumar Agrawal (2005) 3 SCC 299.

**Submissions heard and record perused.**

**14.** The admitted facts are that the Petitioner No.1 and Respondent No.2 who had got married according to Hindu customs and rites on 16.02.2001 but eventually decided to separate on account of their differences. It is also not in dispute that the parties entered into a Memorandum of Settlement dated 05.12.2011, wherein the parties agreed for divorce by Mutual Consent. It was also agreed that Petitioner No.1 shall pay a sum of Rs.1.75 crores as full and final Settlement of all past, present and future claims of the second party towards *Stridhan*, dowry, maintenance past and future alimony and any other claim to which she may be legally entitle to claim in the capacity of being the wife of Petitioner No.1 or even divorce or towards the alleged rights of her minor daughter, as per Settlement Agreement dated 05.12.2011.

**15.** As per the Memorandum of Settlement, Rs.1.75 crores were agreed to be paid in the following manner:

- (i) Rs.1 Crore were payable to Respondent No.1 while the balance Rs.75 lakhs were payable in the form of an FDR in the name of minor child Ms. Isabel which she was



entitled to claim on attaining the majority. The Respondent No.2 agreed to be the nominee.

(ii) Rs.5 lakhs were paid to Respondent No.2 vide Demand Draft dated 05.12.2011 on the date of signing of the Memorandum of Settlement.

(iii) Rs. 25 Lacs by way of an FDR in the name of Respondent No.2 were agreed to be deposited in the Court of learned ADJ at the time of filing of First Motion Petition. This FDR was to be released only after recording of statement in the Second Motion.

(iv) It was further agreed that another FDR in the sum of Rs.50 lacs in the name of second party shall be deposited by way of two FDRs at the time of filing of Petition under Section 13(B)(2) HMA by the First party and the Respondent No.2 shall be entitled to release of these FDRs along with the first FDR in the sum of Rs.25 lacs (total Rs.75 lacs) on recording of the statement under Section 13(B)(2) and grant of Decree of Divorce dissolving the matter between the parties.

(v) Rs.20 lacs was agreed to be paid by Petitioner No.1 to Respondent No.2 at the time of quashing of FIR.

**16.** Further, as per this original Memorandum of Settlement dated 05.12.2011, Respondent No.2 agreed to withdraw her Petition under Section 125 Cr.P.C and she also agreed to abandon her claim under Section 24



HMA. It was further stated that the parties had agreed that the custody of the elder daughter Baby Avika shall remain with Petitioner No.1 and the custody shall not be claimed by Respondent No.2. Similarly, the custody of younger daughter Isabel was agreed to remain with Respondent No.2 and that Petitioner No.1 shall not claim custody or visitation rights of the second daughter.

**17.** *The first submission* made on behalf of the Respondent is that it does not appear to reason that a person who has settled the disputes on payment of Rs.1.75 crores would agreed to settle it for a paltry sum of Rs.30 lakhs at the time of second Motion. It is contended that Respondent No.2 was not aware of the modification and had been mislead to make the statement of accepting Rs.30 lakhs instead of Rs.1.75 crores. Since, the Petitioner No.1 has not paid the entire agreed amount under the Settlement; it stands vitiated and cannot be a basis to seek quashing of the FIR.

**18.** *The next aspect* which is of significance is that after the First Motion was accepted in terms of this original Settlement vide Judgment dated 13.03.2012, subsequently differences crept up and despite efforts made by both the parties, as is reflected in the Order sheets of the learned Principal Judge, Family Court they could not arrive at a Compromise and the Second Motion Divorce Petition by Mutual Consent was withdrawn on 07.02.2014.

**19.** Thereafter, the parties again arrived at a Settlement and filed a fresh ***Petition No.1220/2016 dated 07.12.2015 under Section 13(B)(2)*** for grant of Divorce by Mutual Consent. In this Petition, it was mentioned that the terms of Settlement have now been amicably settled for an amount of Rs.30



lakhs. The statements of the parties were accordingly recorded on 08.03.2016 and a Divorce by Mutual Consent was granted on the same day i.e. 08.03.2016.

**20.** From the subsequent events which transpired between the parties, it is evident that there was no final Settlement inter-se the parties in 2012 which resulted in withdrawal of the Second Motion Petition in 2014.

**21.** Subsequently, they again re-negotiated and eventually arrived at a Settlement whereby the amount was settled at Rs.30 lakhs and after due recording of joint statement of the parties, the Divorce was granted. It is evident that there was a conscious re-negotiation of terms of Settlement to which the Respondent No.2 had agreed and consequently, what was initially agreed as Rs.1.75 crores got reduced to Rs.30 lakhs.

**22.** The fact that the Settlement was voluntary and without any coercion or pressure, is evident from the fact that pursuant to this Memorandum of Settlement of 05.12.2011, the respective litigations instituted by Petitioner No.1 as well as Respondent No.2 got withdrawn.

**23.** Though in the first instance it may not appear logical that a person who had agreed to take Rs.1.75 crores, would agree after a few months to settle all the disputes for a much lesser amount of Rs.30 lakhs, but it cannot be overlooked that this must be prompted by some supervening circumstances.

**24.** During the course of the arguments, there were certain submissions made explaining why the Respondent No.2 agreed to accept lesser amount of Rs.30 lakhs. It was not disputed that she had subsequently got married



and settled with her second husband. There were certain other averments made to explain the reason for settlement for a much lesser amount, which the parties were not willing to bring on record on account of the involvement of the interest of the third parties.

**25.** There are no circumstances corroborating the assertion of Respondent No.2 that she had never agreed for the Settlement for her Permanent Alimony on payment of Rs.30 lakhs.

**26.** It is also pertinent to note that had there been any misrepresentation or misconception about the Settlement amount, there was nothing which prevented her from either bringing it on record after the first motion got accepted and the Petition remained pending till 2014 or even thereafter. So much so, after the grant of divorce by Second Motion on 08.03.2016, the Respondent No.2 never came forth to assert that the Settlement was without her free consent or was under any kind of pressure. For her to now agitate after so many years, that she was entitled to the originally agreed amount of Rs.1.75 crores is neither tenable nor borne out from the record.

**27.** In the case of Ruchi Agarwal (supra), it was observed that where the Divorce had been taken by the parties on mutual consent under Section 13(B) Hindu Marriage Act and in partial compliance of the terms of the Compromise, the wife had withdrawn her Complaint under Section 125 Cr.P.C, but does not come forth for quashing of the Complaint under Section 498A IPC is not acceptable, and the FIR was quashed.

**28.** Similarly, in Mohd. Shamim and Ors. vs. Nahid Begum and Anr. (2005) 3 SCC 302, it was observed that where the Settlement appears to be



ex-facie genuine, wherein the wife had agreed to co-operate for the quashing of FIR under Section 498A, but for reasons known best to her, fails to co-operate and make a statement, the Court in exercise of its powers under Section 482 Cr.P.C, is justified to quash the FIR. It was also noted that once having acted on the Settlement, her claim that she was not aware of the content of the Agreement or that there was some mis-representation, is not tenable.

**29.** In the present case as well, not only did the Respondent accept the re-negotiated amount of Rs.30 lakhs while making her statement at the time of Second Motion, but both the parties had acted upon the terms of the Settlement and withdrawn the other pending litigations. For the Respondent No.2 to now claim that she is entitled to more money for the quashing of the FIR is absolutely tenable.

**30.** Before concluding, it is pertinent to observe that as per the original MOU dated 05.12.2011, out of the agreed amount of Rs.1.75 crores, Rs.75 lakhs were agreed to be paid for the daughter Isabel, who was in the custody of Respondent No.2. It has been consistently held and it may also refer to the observations of the Apex Court in the case of Ganesh (supra) that while the wife may settle her claims for maintenance, alimony and any other claims with the husband, but she cannot give up or compromise the rights of the daughter. Therefore, even though the matter inter-se the husband and wife has been settled, it does not impact the right of the daughter to independently claim her maintenance or agitate her rights against her father, in accordance with law.



**31.** In the light of the aforesaid discussion, it is hereby held that in terms of the Settlement dated 05.12.2011, the terms of which got modified in the Statement of the parties recorded on 08.03.2016, the present FIR is liable to be quashed.

**32.** In the end, it may be observed that the marriage may snap the matrimonial relationship, but the shared happy times and the time spent together never gets erased from the memory. Certain difficulties were stated by Respondent No.2 and the Petitioner had stated that he would not hesitate to extend the assistance, but was not willing to do so as a reason for quashing of this FIR. The goodness of being human shall hopefully prevail to tide through the difficult times with which any one can be confronted in their journey of life.

**Conclusion:**

**33.** The present Petition is hereby, allowed and the FIR No. 21/2010 dated 10.02.010 under Sections 498A/406/34 IPC registered at Police Station Crime (Women) Cell, Nanakpura, is hereby quashed.

**34.** The Petition along with the pending Application(s), stands disposed of.

**(NEENA BANSAL KRISHNA)  
JUDGE**

**AUGUST 08, 2025**

*va*