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

**%** ***Date of Decision: 05.11.2026***

\# **CNR No. DLHC010241392026**

\+ **CRL.M.C. 4197/2026**

SACHIN KUMAR & ORS. .....Petitioners

Through: Mr. Ashok Soni, Adv.

versus

THE STATE OF NCT DELHI & ANR. .....Respondent

Through: Mr. Utkarsh (APP)
SI Rohit & W/HC Preeti (P.S. Uttam Nagar, Delhi)

**CORAM:**
**HON'BLE MR. JUSTICE SACHIN DATTA**

**SACHIN DATTA, J (Oral.)**

1. The present petition has been filed by the petitioners under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 ("BNSS") [corresponding to Section 482 of the Code of Criminal Procedure, 1973 ("CrPC")], seeking quashing of FIR No. 0057/2023 dated 23.01.2023, registered at P.S. Uttam Nagar, New Delhi, under Sections 498-A/406/354/509/34 of the Indian Penal Code, 1860 ("IPC") and all consequential proceedings emanating therefrom.

2. The factual conspectus is that the petitioner no.1 was married to the respondent no.2 on 04.12.2016 in Delhi, according to Hindu rites and ceremonies. A son was born out of the said wedlock. It is informed that the parties have been living separately since 22.08.2022.

3. On 12.09.2022, respondent no.2 lodged a complaint against the petitioners, pursuant to which the subject FIR came to be registered on 23.01.2023 under Sections 498-A/406/34 IPC. In the course of the



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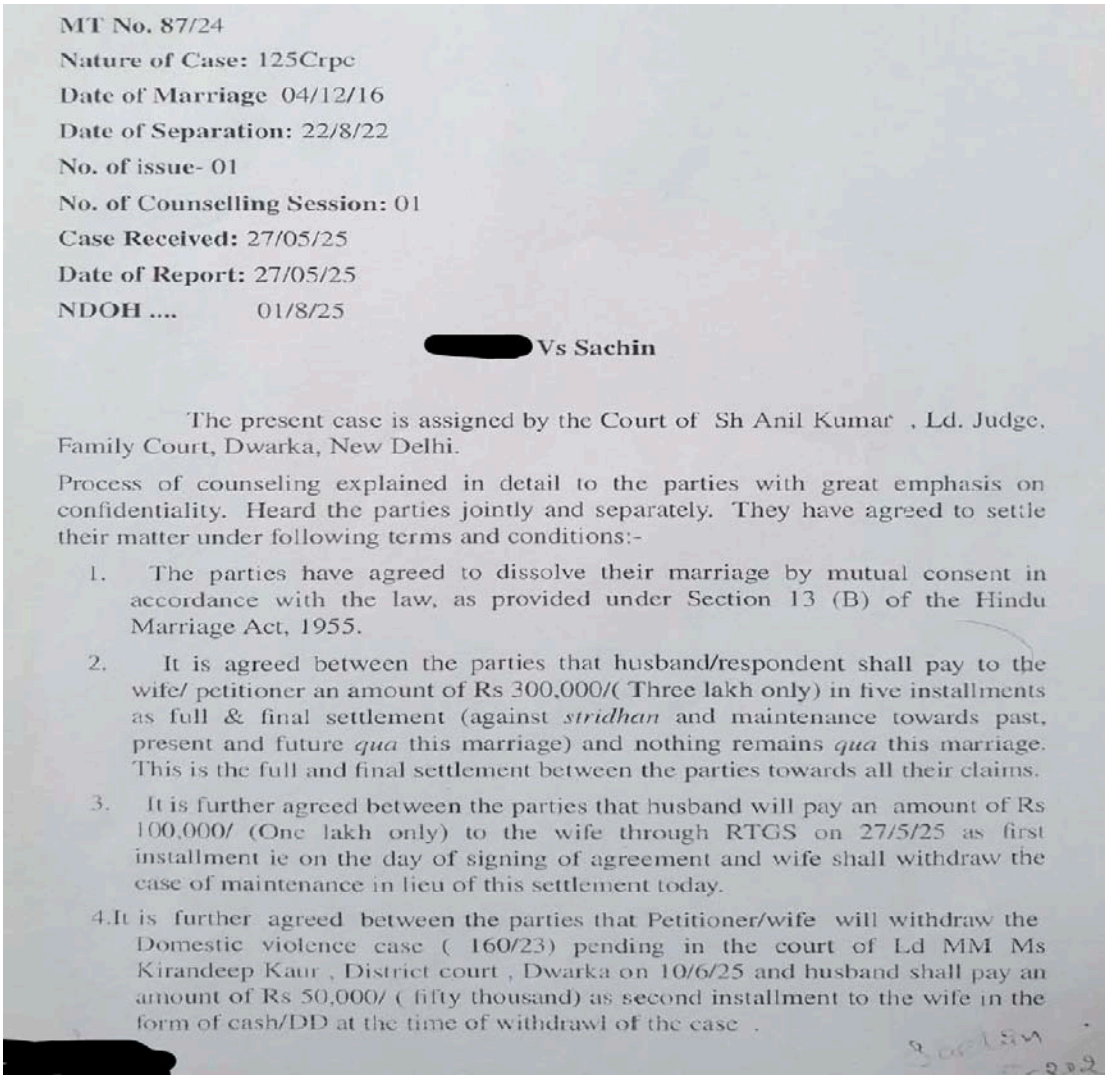
investigation, Sections 354 and 509 IPC came to be added to the chargesheet.

4. On 27.05.2025, the parties were referred to the Counselling Cell, Family Courts, Dwarka Courts, New Delhi, where they settled all their disputes *via* a Settlement Deed (Annexure-A5 to the present petition).

5. In terms of the said Settlement dated 27.05.2025, it was agreed as under:



MT No. 87/24
Nature of Case: 125Crpc
Date of Marriage 04/12/16
Date of Separation: 22/8/22
No. of issue- 01
No. of Counselling Session: 01
Case Received: 27/05/25
Date of Report: 27/05/25
NDOH .... 01/8/25

[redacted] Vs Sachin

The present case is assigned by the Court of Sh Anil Kumar , Ld. Judge, Family Court, Dwarka, New Delhi.

Process of counseling explained in detail to the parties with great emphasis on confidentiality. Heard the parties jointly and separately. They have agreed to settle their matter under following terms and conditions:-

1. The parties have agreed to dissolve their marriage by mutual consent in accordance with the law, as provided under Section 13 (B) of the Hindu Marriage Act, 1955.
2. It is agreed between the parties that husband/respondent shall pay to the wife/ petitioner an amount of Rs 300,000/( Three lakh only) in five installments as full & final settlement (against *stridhan* and maintenance towards past, present and future *qua* this marriage) and nothing remains *qua* this marriage. This is the full and final settlement between the parties towards all their claims.
3. It is further agreed between the parties that husband will pay an amount of Rs 100,000/ (One lakh only) to the wife through RTGS on 27/5/25 as first installment ie on the day of signing of agreement and wife shall withdraw the case of maintenance in lieu of this settlement today.
4. It is further agreed between the parties that Petitioner/wife will withdraw the Domestic violence case ( 160/23) pending in the court of Ld MM Ms Kirandeep Kaur , District court , Dwarka on 10/6/25 and husband shall pay an amount of Rs 50,000/ ( fifty thousand) as second installment to the wife in the form of cash/DD at the time of withdrawl of the case .

[redacted]



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4. It is agreed between the parties that the first motion petition shall be filed on or before 5/7/25 an husband shall pay an amount of Rs 50,000/ ( fifty thousand only) as third installment to the wife in the form of cash/DD at the time of statements of first motion.

6. It is further agreed between the parties that the second motion petition shall be filed as per the applicable provisions of the law and the husband shall pay an amount of Rs 50,000/-( fifty thousand only) as fourth installment to the wife n the form of DD/ cash at the time of recording of statements of second motion.

8. It is agreed between the parties that the custody of the son Rudransh aged about 8 years shall remain with the father/respondent and mother shall not seek any visitation rights to meet the child.

9.It is agreed between the parties that both the parties shall approach the Hon'ble High court of Delhi in quashing the matter bearing the FIR No 57/23 at PS Uttam Nagar u/s 498 A/406/354/509/34 IPC within one month of obtaining the decree of divorce and husband shall pay the last installment of Rs 50,000/( fifty thousand only) to the wife at the statements of quashiing.

9 . It is agreed between the parties that they have understood the terms and conditions of the settlement in vernacular.It is also agreed between the parties that they'll not interfere in each other's life after this settlement nor contact each other's relatives or family members or pass any defamatory remarks against each other.

10. It is further agreed between the parties that they shall remain bound with the aforesaid terms and conditions as mentioned in the settlement.

11. All the matters relating to this marriage either civil or criminal are settled and neither the parties nor their relatives shall make any claim against each other in future and will not file any case/complaint against each other at any time in future in any Court of law/Police Station/any authorities etc and shall withdraw all pending litigations and complaints against each other or their family members and relatives.

12. The above settlement is with respect to all claims of wife past, present and future alimony stridhan, maintenance, pending amount of maintenance, articles, property etc. and neither she nor her relatives shall claim anything from husband or his family members in future for herself

13. It is agreed between the parties that if either of the parties commits breach or default of this mutually agreed settlement after the first motion i.e., if respondent/wife refuses to comply with the terms of the present settlement or in case of a breach, then the amount taken by her shall be returned to respondent/husband with 2% interest per month and if in case



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petitioner/husband commits a breach of the present settlement, then the amount given by him shall be forfeited in favour of petitioner/wife.

14. The parties have agreed on each and every term as recorded in the settlement agreement, after carefully reading over and fully understanding and appreciating the contents, scope and effect thereof, as also the consequences of the breach thereof, including payment of the fine/penalty as mentioned above.

15. The terms and conditions mentioned in the settlement have been understood in vernacular. The above said settlement is arrived at between the parties out their own free will, volition and consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (both of law and fact), in any form whatsoever and the parties agreed that the Settlement Agreement has been correctly recorded as per the agreed terms & conditions

6. The petitioner no.1 is present in court. The remaining petitioners and respondent no.2 are appearing virtually. All the parties have been identified by the concerned Investigating Officer (IO).

7. In terms of the settlement, the agreed amount of Rs.3,00,000/- already stands paid to respondent no.2. Respondent no.2 has confirmed the receipt of the same.

8. Respondent no.2 affirms that she has entered into the aforesaid settlement out of her own free will and volition and without any undue influence or coercion. She also affirms that she is not desirous of pursuing the allegations levelled in the FIR anymore.

9. It is noticed that the aforesaid FIR arises out of matrimonial disputes within the household. So far as the matrimonial aspect is concerned, there is no impediment to the quashing of the subject FIR on the basis of the *inter se* settlement between the parties.

10. In this regard, it is apposite to refer to the decision of the Supreme Court in ***Gian Singh v. State of Punjab***, (2012) 10 SCC 303, wherein is was observed as under:



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> *"**58. Where the High Court quashes a criminal proceeding having regard to the fact that the dispute between the offender and the victim has been settled although the offences are not compoundable, it does so as in its opinion, continuation of criminal proceedings will be an exercise in futility and justice in the case demands that the dispute between the parties is put to an end and peace is restored; securing the ends of justice being the ultimate guiding factor.** No doubt, crimes are acts which have harmful effect on the public and consist in wrongdoing that seriously endangers and threatens the well-being of the society and it is not safe to leave the crime-doer only because he and the victim have settled the dispute amicably or that the victim has been paid compensation, yet certain crimes have been made compoundable in law, with or without the permission of the court. In respect of serious offences like murder, rape, dacoity, etc., or other offences of mental depravity under IPC or offences of moral turpitude under special statutes, like the Prevention of Corruption Act or the offences committed by public servants while working in that capacity, the settlement between the offender and the victim can have no legal sanction at all. **However, certain offences which overwhelmingly and predominantly bear civil flavour having arisen out of civil, mercantile, commercial, financial, partnership or such like transactions or the offences arising out of matrimony, particularly relating to dowry, etc. or the family dispute, where the wrong is basically to the victim and the offender and the victim have settled all disputes between them amicably, irrespective of the fact that such offences have not been made compoundable, the High Court may within the framework of its inherent power, quash the criminal proceeding or criminal complaint or FIR if it is satisfied that on the face of such settlement, there is hardly any likelihood of the offender being convicted and by not quashing the criminal proceedings, justice shall be casualty and ends of justice shall be defeated.** The above list is illustrative and not exhaustive. Each case will depend on its own facts and no hard-and-fast category can be prescribed."*

11. The principles established in ***Gian Singh (supra)*** were further crystallised in ***Narinder Singh v. State of Punjab,*** **(2014) 6 SCC 466**. Paragraph 29 of the same reads as follows:

> *"29. In view of the aforesaid discussion, we sum up and lay down*



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*the following principles by which the High Court would be guided in giving adequate treatment to the settlement between the parties and exercising its power under Section 482 of the Code while accepting the settlement and quashing the proceedings or refusing to accept the settlement with direction to continue with the criminal proceedings:*

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*29.2.* ***When the parties have reached the settlement and on that basis petition for quashing the criminal proceedings is filed, the guiding factor in such cases would be to secure:***
***(i) ends of justice, or***
***(ii) to prevent abuse of the process of any court.***
*While exercising the power the High Court is to form an opinion on either of the aforesaid two objectives.*

***

*29.4.* ***On the other hand, those criminal cases having overwhelmingly and predominantly civil character, particularly those arising out of commercial transactions or arising out of matrimonial relationship or family disputes should be quashed when the parties have resolved their entire disputes among themselves****.*

*29.5. While exercising its powers, the High Court is to examine as to whether the possibility of conviction is remote and bleak and* ***continuation of criminal cases would put the accused to great oppression and prejudice and extreme injustice would be caused to him by not quashing the criminal cases****.*"

12. Specifically in the context of matrimonial disputes, the Supreme Court in ***Jitendra Raghuvanshi v. Babita Raghuvanshi***, (2013) 4 SCC 58, has held as under:

*"14. The inherent powers of the High Court under Section 482 of the Code are wide and unfettered. In B.S. Joshi [(2003) 4 SCC 675: 2003 SCC (Cri) 848], this Court has upheld the powers of the High Court under Section 482 to quash criminal proceedings where dispute is of a private nature and a compromise is entered into between the parties who are willing to settle their differences amicably. We are satisfied that the said decision is directly applicable to the case on hand and the High Court ought to have quashed the criminal proceedings by accepting the settlement*



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*arrived at.*

***15. In our view, it is the duty of the courts to encourage genuine settlements of matrimonial disputes, particularly, when the same are on considerable increase. Even if the offences are non-compoundable, if they relate to matrimonial disputes and the Court is satisfied that the parties have settled the same amicably and without any pressure, we hold that for the purpose of securing ends of justice, Section 320 of the Code would not be a bar to the exercise of power of quashing of FIR, complaint or the subsequent criminal proceedings.****"*

13. In the present case, the allegations which attracted Sections 354 and 509 IPC are directed against petitioner nos.2 and 3, being the father-in-law and the brother-in-law of respondent no.2, respectively. While this Court is conscious of the gravity of the said allegations, having interacted with respondent no.2, this Court is nonetheless of the view that the continuation of the proceedings, even against petitioner nos.2 and 3, is unwarranted, for the following reasons:-

(i) respondent no.2 has categorically stated that she does not wish to pursue the subject FIR against any of the petitioners, including petitioner nos.2 and 3;

(ii) the said allegations form part of the very same complaint and arise in the course of the same marital discord; and

(iii) the Settlement Deed between the parties is a comprehensive one and the marriage (which led to the marital discord in question) stands dissolved in terms thereof. As such, continuing the prosecution against petitioner nos.2 and 3 alone would compel the complainant/respondent no.2 to depose against her own wishes, years after the relationship between



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the parties has come to an end.

14. In any event, given the position of respondent no.2, subjecting the parties to trial would be an exercise in futility. Reference may be made to the following judgments in which, in a similar conspectus, this Court, in the context of similar allegations, held that the same would not preclude a settlement, if warranted in view of the attendant facts and circumstances.

15. In ***Jagvinder Singh Kushal & Ors. v. The State NCT of Delhi & Anr.***, CRL.M.C. 6252/2025, decided on 20.02.2026, where one of the petitioners had been charge-sheeted under Section 354 of the IPC in a matrimonial dispute, this Court held as under:

> *"9. Although the offences under Sections 354 and 498A of the IPC are non-compoundable, the Supreme Court has clearly held that, in certain circumstances, the High Courts, in exercise of their powers under Section 482 of the CrPC [corresponding to Section 528 of the BNSS], can quash criminal proceedings, even with respect to non-compoundable offences, on the ground that there is a compromise between the accused and the complainant, especially when no overarching public interest is adversely affected.*
>
> ***
>
> ***11. In the present case, the proceedings between the parties arise out of a matrimonial relationship, which has already culminated in a settlement. As petitioner No. 1 and respondent No. 2 have since reconciled, the continuance of the criminal proceedings would only impede their married life. Respondent No. 2 has stated that the allegations under Section 354 of the IPC emanated out of a misunderstanding, in the wake of the matrimonial disputes. Applying the tests laid down by the Supreme Court, it may be observed that respondent No. 2 has also categorically affirmed the voluntary nature of the settlement before the Court. In these circumstances, the criminal proceedings are unlikely to result in conviction, and its continuation would be an empty formality, adding to the burden of the justice system and consuming public resources unnecessarily.****"*

16. Similarly, in ***Subhash Chikkara v. State NCT of Delhi & Anr.***,



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CRL.M.C. 9055/2025, decided on 26.02.2026, this Court observed as under:

> *"**13. In the present case, the proceedings between the parties arise out of a matrimonial relationship, which has already culminated in a decree of divorce. Respondent No. 2 has stated that the allegations under Sections 377 and 354 of the IPC were a result of the breakdown of the matrimonial relationship, and that she does not wish to prosecute these allegations further.** Applying the tests laid down by the Supreme Court, it may be observed that respondent No. 2 has also categorically affirmed the voluntary nature of the settlement before the Court. **In these circumstances, the criminal proceedings are unlikely to result in conviction, and its continuation would be an empty formality, adding to the burden of the justice system and consuming public resources unnecessarily.**"*

17. In the totality of circumstances, the settlement between the parties provides a cogent basis for quashing the subject FIR. The prosecution arises out of private matrimonial disputes which the parties have voluntarily resolved, and there appears to be no impediment in acceding to the joint request of parties for quashing of the subject FIR.

18. Accordingly, in view of the joint request of the parties and considering the *dicta* laid down in the aforesaid judgments, the present petition is allowed; FIR No. 0057/2023, dated 23.01.2023, registered at P.S. Uttam Nagar, New Delhi, under Sections 498-A/406/354/509/34 IPC, together with all consequential proceedings emanating therefrom, *qua* all the petitioners, stands quashed.

19. Considering that considerable judicial time and State resources have been consumed on account of the subject FIR, the petitioners have agreed to cumulatively pay an amount of Rs. 25,000/- as costs, payable to the Delhi High Court Legal Services Committee (DHCLSC). It is undertaken that the said costs shall be deposited within a period of four weeks from today. The said undertaking is taken on record. Let proof of the payment of costs be



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filed with the Registry of this Court.

20. The petition is disposed of in the above terms. Pending application/s, if any, also stand disposed of.

**SACHIN DATTA, J**

**NOVEMBER 5, 2026/*uk,sd***



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