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

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

\# **CNR No. DLHC010728332025**

\+ **CRL.M.C. 6863/2025**

NAKUL TANEJA ....Petitioner

Through: Mr. Devendra Kejariwal, Mr. Chirag Khurana, Ms. Arpita Bhattacharya, Mr. Navin Rawat, Mr. Satyendra Kumar Singh, Advs. along with Petitioiner-In Person

versus

STATE NCT OFDELHI AND ANR .....Respondent

Through: Ms. Priyanka Dalal (APP) along with Ms. Swati, Adv.
Mr. Sunil Dalal (Sr. Adv) along with Mr. Gagan Bhatnagar, Mr. Tushar Rohmetra, Mr. Shashwat, Advs. for R2.

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

SACHIN DATTA, J. (Oral.)

1. The present petition has been filed by the petitioner under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 ('BNSS'), seeking quashing of FIR No. 0804/2024 dated 14.11.2024 registered at P.S. Rani Bagh under Sections 323/ 376/377/ 506/ 509 of the Indian Penal Code, 1860 ('IPC') and all consequential proceedings emanating therefrom.

2. The factual conspectus is that the prosecutrix and the petitioner have been in a relationship for many years. It is pointed out that on 09.03.2023 the petitioner and the respondent no.2 got married at Arya Samaj Vaidik Vivah Trust, Ramesh Nagar, New Delhi. Learned APP for the State, confirms that the marriage was verified during the investigation. The FIR came to be registered after the marriage i.e. on 14.11.2024. The FIR alleges that the petitioner

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established a sexual relationship with the respondent no.2 on the false promise of marriage, abused and assaulted her and made objectionable videos. The complaint did not mention the aspect of marriage.

3. The marriage between the petitioner and the respondent no.2 is stated to have been dissolved by a decree of divorce by mutual consent under section 13B(2) of the Hindu Marriage Act, 1955 passed by the learned Principal Judge, Family Courts (North-West), Rohini Courts, Delhi on 19.07.2025. Respective counsel for the parties draw attention to a memorandum of settlement/ compromise deed dated 03.02.2025 executed between the parties. The same reads as under:

MEMORANDUM OF SETTLEMENT/COMPROMISE DEED

This Compromise Deed is executed on 3/2/2025 at Delhi; between;

[redacted] **aged about 23, R/O. A-5/208-C, DDA, JANTA FLATS, PASCHIM VIHAR, WEST-DELHI-110063; (accused in FIR bearing 0804/204 Dt.14.11.2024 U/S. 323/376/377/506/509 IPC AT P.S. RANI BAGH, hereinafter referred to as FIRST PARTY).**

AND

[redacted] **H.NO. 140, FIRST FLOOR, HARSH VIHAR, NEW DELHI-110034 (complainant/victim in FIR bearing No. 0804/204 Dt.14.11.2024 U/S. 323/376/377/506/509 IPC AT P.S. RANI BAGH, hereinafter referred to as SECOND PARTY)**

WHEREAS on 09.03.2023, the FIRST PARTY took the SECOND PARTY to Arya Samaj Vaidik Vivah Trust (Regd.), situated at J-41, First Floor, Bandar Wali Khuio, Ramesh Nagar, New Delhi-110015 for the purpose of marriage, and marriage certificate dated 09.03.2023 was issued by Arya Samaj Vaidik Vivah Trust (Regd.) in regard to the same.

WHEREAS on the complaint of the SECOND PARTY, FIR bearing NO. 0804/204 Dt.14.11.2024 U/S 323/376/377/506/509

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IPC was registered at P.S. Rani Bagh, New Delhi (hereinafter referred to as "THE FIR"), against the FIRST PARTY.

WHEREAS during the pendency of the investigation of the FIR, the parents of the FIRST PARTY being respectful members of the society had met the parents of the SECOND PARTY, during this meeting, the parents of the FIRST PARTY expressed deep regret and remorse for the actions of the FIRST PARTY. Considering the apology The SECOND PARTY, while keeping in mind the future and career prospects of both parties, has agreed to amicably resolve the matter, without compromising her dignity.

WHEREAS the parties never resided together, apart from the fact that a marriage certificate is prepared. The parties have been have never cohabited, both pursuing their respective careers and were studying in different universities and no child has been born out of the said wedlock.

WHEREAS both the parties in the presence of their respective family members, advocates and common friends agree to the following terms and conditions:-

1. With the intervention of family members, advocates, and well-wishers, both the FIRST PARTY and the SECOND PARTY and especially on the apology of the FIRST PARTY and his family members, the SECOND PARTY agrees not to proceed further against the FIRST PARTY in FIR No. 0804/204 dated 14.11.2024 under Sections 323, 376, 377, 506, 509 IPC at P.S. Rani Bagh, New Delhi, provided that the FIRST PARTY complies with all the

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terms and conditions of this compromise deed in their entirety as both the parties want to proceed further with their respective future and want to lead their peaceful life.

2. That, Since the FIRST PARTY and the SECOND PARTY never resided together and never lived together as husband and wife. Thus, the FIRST PARTY and the SECOND PARTY have mutually agreed that the said marriage should be dissolved by mutual consent under section 13-B of HMA and both the parties to the mutual settlement shall make a statement in this respect in the concerned court and sign all the required documents to this effect.

3. That the present settlement is a complete non-monetary settlement. Hence no amount of money is involved

4. That it is agreed between the parties that after the First Motion Petition U/s 13-B(I) of HMA, 1955 is allowed by the concerned Court, the parties shall jointly file Second Motion Petition U/s 13-B(II) of HMA, 1955 within 7 days of receiving the certified copy of the order of the first motion petition.

5. That simultaneously, as soon as the First Motion Petition U/s 13B(I) of HMA, 1955 is allowed, the SECOND PARTY shall give an affidavit of no objection to the FIRST PARTY for quashing of the FIR bearing No. 0804/204 Dt.14.11.2024 U/S. 323/376/377/506/509 IPC at P.S. Rani Bagh, New Delhi. The First party further undertakes that the quashing petition will only be filed after the Second Motion Petition U/s 13B (II) of HMA, 1955 is allowed by the Ld.

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Family Court, North West District, Rohini Court, New Delhi.

6. That both the parties shall cooperate with each other in filing the second motion Petition U/s 13B(II) of HMA, 1955 Petition alongwith an application for waiver of statutory period of six months in terms of judgment passed by the Hon'ble Apex Court in case titled as " *Amardeep Singh vs Harveen Kaur*, in Civil Appeal No. 11158 of 2017".

7. That simultaneously, as soon as the Second Motion Petition U/s 13B (II) of HMA, 1955 is allowed, the SECOND PARTY will not object in getting the FIR bearing FIR NO. 0804/204 Dt.14.11.2024 U/S. 323/376/377/506/509 IPC at P.S. Rani Bagh, New Delhi quashed from Hon'ble High Court of Delhi.

8. That the Parties undertake not to file any civil case or criminal complaint against each other or their respective family members under the present laws or any other law that may be enacted or come into force after entering into the instant MOU, with regard to the present dispute.

9. That both the Parties agree that they shall not make and defamatory statements against each other by any means, on any platform, including social media and all defamatory statements made earlier, if any, shall be unequivocally withdrawn.

10. That it is further agreed between both the parties that they shall not send any e-mail/text messages/ post/videos/photos or any financial or confidential information or in any other manner of communication to

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the past, present and future employers or employees or any relatives/friends, and they shall further refrain from posting/adding/sharing/publishing any content relating to both the parties, directly or indirectly, on any forum, whether the same is online or offline, tangible or intangible. Further both the parties and their family members undertake that any objectionable material in their possession shall be permanently deleted or destroyed.

11. That it has been agreed between the Parties that immediately after the execution of the present MOU and satisfaction of the conditions set out above, the Parties shall initiate all appropriate steps and unconditionally withdraw all the allegations leveled against each other. Further upon the execution of this Compromise Deed, any of the Parties shall under no circumstances make defamatory statements against each other and/or any of their family members and/or relatives/friends.

12. That it is further agreed between the Parties that they would comply with the terms and conditions of this present MOU in the words and spirit of the document. The Parties shall fully cooperate with each other and shall sign all papers that are required as per law and Parties shall present themselves in all Courts, wherever their presence is required or is mandatory for effectuating the terms of this Compromise Deed.

13. That if any party fails to comply the terms and conditions of this compromise deed then other party have right to take appropriate and necessary legal action against the party in fault.

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4. The petitioner is present in person and the respondent no.2 has joined the proceedings virtually. They have been duly identified by the concerned Investigating Officer (I.O.). On a specific query, the respondent no.2 submits that she has settled the matter with the petitioner out of her own free will, without any pressure, threat or inducement.

5. I have given my thoughtful consideration to the matter. It is noticed that all the allegations in the FIR are serious and ordinarily cannot be quashed merely on the basis of a settlement. However, it is noticed that the foundation of the aforesaid FIR is a false promise of marriage. The said foundation clearly has no basis inasmuch as although the complaint does not disclose the factum of marriage, it is stated to have been established during investigation that the petitioner and the respondent no.2 got married on 09.03.2023 i.e. about one year and eight months before the registration of the FIR. Further, the marriage between the parties has since been dissolved by mutual consent and the settlement has also been arrived at between the parties.

6. It is apposite to refer to the observations of the Supreme Court in ***Pramod Suryabhan Pawar v. State of Maharashtra***, **(2019) 9 SCC 608,** as follows:

> ***"18.*** *To summarise the legal position that emerges from the above cases, the "consent" of a woman with respect to Section 375 must involve an active and reasoned deliberation towards the proposed act. To establish whether the "consent" was vitiated by a "misconception of fact" arising out of a promise to marry, two propositions must be established. The promise of marriage must have been a false promise, given in bad faith and with no intention of being adhered to at the time it was given. The false promise itself must be of immediate relevance, or bear a direct nexus to the woman's decision to engage in the sexual act."*

7. In the peculiar facts and circumstances of the case and considering the

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dicta laid down by the Supreme Court in ***Pramod Suryabhan Pawar (Supra), Narender Singh and Others vs State of Punjab and Another*, (2014) 6 SCC 466** and ***Gian Singh v. State of Punjab***, **(2012) 10 SCC 303**, I find no impediment in acceding to the joint request of the petitioner no.1 and the respondent no.2 for quashing of the said FIR.

8. Accordingly, FIR No. 0804/2024 dated 14.11.2024 registered at P.S. Rani Bagh under Sections 323/ 376/377/ 506/ 509 and all proceedings emanating therefrom are quashed.

9. The petition is disposed of in the above terms. Pending applications, if any, also stand disposed of.

SACHIN DATTA, J

NOVEMBER 5, 2026/*uk*

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