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

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

\# **CNR No. DLHC010536662026**

\+ **CRL.M.C. 8328/2026, Crl.M.A. 34910/2026**

SH. GAURAV GILANI AND ORS .....Petitioners

Through: Mr. Aman Sareen, Sr. Adv., Mr. Nishant Pathak, Mr. Raunak Wahi, Mr. Sandeep Puri, Mr. Bharat Gupta, Ms. Ishan Srivastva, Mr. Prashant Verma and Mr. R.P. Singh, Advs.

versus

STATE (GOVT. OF NCT OF DELHI)AND ANR. .....Respondents

Through: Mr. Hemant Mehla, APP for State along with Mr. Mayank Chaudhary and Mohd. Naved, Advs.
SI Arti, PS Naraina

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

SACHIN DATTA, J. (ORAL)

1. By way of the present petition filed under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (*pari materia* to Section 482 of the Code of Criminal Procedure, 1973), the petitioners seeks quashing of FIR No. 224/2023, dated 19.08.2023, registered at P.S. Naraina, West (Delhi), under Sections 376/377/354/354(B)/323/506/34 of the Indian Penal Code (hereinafter "*IPC*"), and all proceedings emanating therefrom, on the basis of Compromise/Settlement Deed, dated 18.10.2023, entered into between the petitioners and respondent no. 2. The same is appended as Annexure-3 to the present petition.

2. The factual conspectus is that petitioner no.1 (husband) and

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respondent no. 2 (complainant/wife) married on 26.05.2013 as per Hindu rites and ceremonies. A son was born out of the wedlock on 15.05.2018. The FIR alleges that petitioner no. 2 (father-in-law) molested respondent no. 2 (complainant/wife) over the years and sexually assaulted her on 12.08.2023. Certain allegations have been made against petitioner no.1 (husband) as regards committing unnatural sex against her will and also to the effect that the petitioners (husband and parents-in-law) beat and threaten her (respondent no.2/wife).

3. Subsequently thereto, a charge-sheet was filed against the petitioners, which arrays them under the following offences:

a. Petitioner no. 1 (husband): Sections 377/498-A/34 of the IPC
b. Petitioner no. 2 (father-in-law): 376/354/354-B/498-A/34 of the IPC
c. Petitioner no. 3 (mother-in-law): Sections 323/506/498-A/34 of the IPC

4. On an earlier occasion, this Court refused to quash the proceedings based on the Compromise/Settlement Deed. *Vide* order dated 02.04.2024, passed in Bail Appln. 2904/2023, this Court, *inter alia*, observed as under:

> *"5. This Court has heard arguments addressed on behalf of both the parties and has perused the material placed on record.* ***This Court takes note of the fact that the parties have compromised the matter and the petition for quashing of the subject FIR is listed today before this Court. However, this Court is not inclined to quash the subject FIR****."*
>
> (emphasis supplied)

5. However, subsequently, by order dated 23.07.2026, in SC No. 296/2024, titled '*State v. Seema Gilani & Ors.*', the Ld. Additional Sessions

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Judge (ASJ), Special Fast Track Court (Spl. FTC), Patiala House Courts, Delhi, discharged petitioner no. 2 (father-in-law) of the offences under Sections 376/354/354B of the IPC. The remaining offences being triable by a Magistrate were left to the Ld. Magistrate for orders on charge. The same reads as under:

> *"21. Accordingly,* ***no prima facie case is made out against accused Narayan Kumar Gilani for offences punishable u/s 376/354/354B IPC and he stands discharged for the same****.*
> *22. The accused persons have been charge-sheeted for other offences as well. However,* ***all the remaining alleged offences are Magistrate triable offences and this court does not deem it appropriate to pass any order qua those other offences****, as doing so will bind the Ld. Magistrate to frame charges in accordance with order of this court. The same will prejudice the accused persons as their right to challenge the order of Ld. Magistrate at the stage of framing of charges before Sessions Court, would stand extinguished.* ***Hence, this court deems it appropriate that for Magistrate trial offences, the concerned Ld. Trial Court to pass appropriate orders on point of charge.****"*
>
> (emphasis supplied)

Consequently, Criminal Case (Cr. Case) No. 7364/2026 was registered with Judicial Magistrate First Class (Mahila Court-02) for the aforesaid FIR.

6. As noted above, the petitioners (husband and parents-in-law) and respondent no. 2, on 18.10.2023, entered into Compromise / Settlement Deed. The same reads as under:

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COMPROMISE/SETTLEMENT DEED

This Compromise Deed is made and executed at Delhi on this 18th day of October, 2023 by and between (1) Mr. Gaurav Gilani Son of Shri Narayan Kumar Gilani - Husband, (2) Narayan Kumar Gilani Son of Late Shri RC Gilani – Father in Law, (3) Ms. Seema Gilani W/o Shri Narayan Kumar Gilani – Mother in Law all residents of E – 202, 1st & 2nd Floor, Naraina Vihar, New Delhi – 110028 **(Hereinafter referred to as *"FIRST PARTY"*)**

AND

of Mr. Gaurav Gilani

(Hereinafter referred to as *"SECOND PARTY/ WIFE*).
Both parties are jointly **hereinafter referred to as *"Parties".***

Whereas, Husband/First Party and Second Partywere married on **26.05.2013** at Delhi as per Hindu rights and ceremonies. From their wedlock, one son namely Master Liyan Gilani was born on **15.05.2018**, who is presently under custody, supervision and guardianship of Second Party/Wife.

And Whereas Husband/First Party and Second Party are living separately since August 12th, 2022. Only occasionally, Second Party visited her in-laws house during last one year and that too was only a courtesy visit and there is no cohabitation between parties from date of separation i.e. from August 12th, 2022.

And Whereas ever since the date of final separation and till the date of execution of the present MOU, whenever Husband/First Party and Second Party tried to workout modalities to live together, their preference(s) and different likings came in their way and no unanimous decision could be taken by them to live together under one roof. They did not and presumably could never adjust themselves and parents/ relatives and friends of parties have tried their level best to persuade them but parties are not at all inclined to live together as husband and

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wife any further and thus there are no chances/ possibility of their living or cohabiting together in near future.

And Whereas due to indifferent attitudes and temperamental differences of both Husband/First Party and Second Party, they could not live together as husband and wife as a result of which, both of them are living separately from each other since August 12th, 2022.

And Whereas a FIR was lodged by Second Party against First Party with Police Station – Naraina registered as FIR Number: 224/2023 dated 19.08.2023 under section(s): 376, 377, 354, 354(B), 323, 506, 34 of Indian Penal Code, 1860.

And Whereas despite sincere efforts made by both the parties and their family members to get back together, their differences could not be worked out and they failed, as a result of which the Husband/First Party and Second Party being mature individuals have now decided to part their ways and take a divorce by mutual consent as both want to live their remaining lives happily and separately.

AND Whereas, with the efforts of the respective parents, family members/ relatives, the matter has been amicably settled between the parties on the following terms and conditions:

NOW THIS DEED WITNESS AND IT IS HEREBY AGREED AS FOLLOWS:

That as there is no possibility or probability of their living together as husband and wife thus, they have mutually agreed that their marriage should be dissolved by decree of divorce by mutual consent through the concerned court of law and both the parties shall co-operate with each other and shall take necessary steps in this regard and shall appear before the concerned court of law by filing the Petition for mutual consent as provided u/S.

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13-B (1) and 13-B (2) of Hindu Marriage Act, 1955 within 1 week of the signing of this Compromise/ Settlement Deed and record their statements to that effect and also make themselves available before the court or otherwise to complete the said formalities, as per law.

2. That both parties have settled all their past and present disputes, claims, grievances and differences with each other with certain terms and conditions and further both the parties have decided to get their marriage dissolved by way of a decree of divorce by mutual consent under Section 13 (B) of Hindu Marriage Act, 1955 from the Family Court, West District, Tis Hazari Court, Delhi and both parties have further agreed that they and their family members shall not file any type of case/ complaint against each other before any court of law after execution of this compromise deed.

3. Parties agree that custody of Minor Son– Liyan of parties is presently with second party/ wife as of now and shall remain with her permanently. Even incase Second Party remarry, the custody of minor child will remain with the Second Party.

4. Parties further agree that monthly expenses of minor son – Liyan including his school fees, transportation, food, and cloths, medical and day-to-day expenses shall be taken care of by the Second Party/Wife only.

5. Both the parties have settled all their claims for articles, Istridhan, jewelery, marriage expenses, litigation expenses, maintenance (past, present, future), permanent alimony and as well as maintenance of their minor son (past, present, future) and for any other claims in respect of her marriage a consolidated amount of **Rs. 80,00,000/- (Rupees Eighty Lakh Only)**, is being paid by first party/ husband to second party/ wife. The above said consolidated compensation amount

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is a compensation towards present, past and future maintenance as well as the expenses of second party including minor son.

6. That as per the terms and condition of the present compromise deed. the parties have decided that the above said payment of Rs. 80 Lakhs is payable in the following manner:-

- Rs. 20,00,000/- at the time of the signing and executing of the present compromise deed, shall be paid by the First Party to the Second Party in her bank account out of which Rs. 10,00,000/- shall be for the Second Party and Rs. 10,00,000/- shall be for the minor Son – Liyan. The Second Party have agreed to keep the said amount of Rs. 10,00,000/- for Liyan in a fixed deposit for a period of 3 years.

- Rs. 20,00,000/- shall be paid on the completion of First Motion of mutual consent divorce. by the First Party to the Second Party in her bank account out of which Rs. 10,00,000/- shall be for the Second Party and Rs. 10,00,000/- shall be for the minor Son – Liyan. The Second Party have agreed to keep the said amount of Rs. 10,00,000/- for Liyan in a fixed deposit for a period of 3 years.

- Rs. 20,00,000/- shall be paid on the completetion of Second Motion of mutual consent divorce by the First Party to the Second Party in her bank account out of which Rs. 10,00,000/- shall be for the Second Party and Rs. 10,00,000/- shall be for the minor Son – Liyan. The Second Party have agreed to keep the said amount of Rs. 10,00,000/- for Liyan in a fixed deposit for a period of 3 years.

- Rs. 20,00,000/- shall be paid by the First Party to the Second Party at the time of quashing of FIR before the Hon'ble High Court of Delhi at New Delhi in her bank account, out of which Rs. 10,00,000/- shall be for the

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Second Party and Rs. 10,00,000/- shall be for the minor Son – Liyan. The Second Party have agreed to keep the said amount of Rs. 10,00,000/- for Liyan in a fixed deposit for a period of 3 years.

7. That both the parties affirm and shall comply with the guidelines as given by the Hon'ble High Court of Delhi in its order dated 15.05.2018 in "Rajat Gupta versus Rupali Gupta". It is further agreed between the parties that for breach of undertaking given to the concerned court of wilful/ deliberate violation of a consent order/ decree, the defaulting party will be liable to be punished/ penal consequences for contempt of court and the other party would be entitled to take its legal recourse of any case/ litigation/complaint against the defaulting party and/ or to get his/ her cases which have been withdrawn under the settlement restored to their original position and number. That it has been further agreed and decided that the parties shall take a mutual divorce by filing a joint petition for divorce and the parties shall physically present in the court for making statement for divorce. That both parties shall not withdraw their consent for obtaining the divorce by mutual consent till they obtain the divorce by mutual consent and both parties have surrendered their rights to withdraw their consent for obtaining the divorce by mutual consent.

8. That it has been mutually settled and agreed between the parties that within 1 week of the divorce by mutual consent being granted, the petition for quashing shall be got instituted/ filed for quashing of FIR no. 224/2023 dated 19.08.2023 registered under Section(s): 376, 377, 354, 354(B), 323, 506, 34 of Indian Penal Code, 1860 with Police Station – Naraina registered due to some misunderstanding by the Second Party against the First Party. That Second party undertakes to co-operate with first party in this regard, and shall sign No Objection Affidavit for quashing of above FIR and shall appear, support and if directed, record her statement in support of first party and his parents as and when called to do so by Hon'ble

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High Court of Delhi for quashing of above pending FIR and in case Second Party fails to appear before the Hon'ble High Court, the court will proceed further to quash the said FIR on the basis of affidavits and in view of present compromise deed.

9. This MOU does not in any manner constitute an admission of any sort, by the First Party or the Second Party, and is being executed to end all claims and disputes between the parties, with the intent to live a peaceful life and avoid any unnecessary stress or trauma that may ensue on account of civil or criminal proceedings.

10. That it has been agreed and decided that both parties shall withdraw any other respective petition/ complaint/ case as well as an application, complaints, if any, or any case, if any, pending in any court of law or authority. It has also been agreed and decided that both the parties shall not pursue any complaints or any case of civil and criminal nature against each other after the divorce mutual consent being granted and the FIR being quashed and in case any of the complaint or case are found out later then both the parties undertake to withdraw the same unconditionally and without asking any remuneration/compensation from each other.

11. That as per this Compromise/ Settlement Deed, the First Party and the Second Party shall file the joint petition u/S. 13-(B) (2) of HMA Act, 1955 within 15 days of the first motion petition being allowed and/or after expiry of the stipulated period of six months, before the concerned Family Court for the recording of the joint statement of both the parties u/S. 13-B (2) HMA Act, 1955 before the concerned Family Court, Delhi and also seek waiver of 6 months period u/S. 13-B (2) HMA Act, 1955.

12. That as per the terms and conditions of the present compromise/settlement deed, the parties agree that after receipt

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of above mentioned compensation amount, all claims of Second Party for articles, Istridhan, jewelery, marriage expenses, litigation expenses, maintenance (past, present and future), permanent alimony and any other claims in respect of her marriage and towards any other claims qua her matrimonial obligations including her past, present or future claim shall stand settled and Second Party shall remain satisfied with aforesaid amount. Nothing is due or payable to second party after receiving of aforesaid settled amount. It has been agreed and decided that the second party shall not file any claim or petition of any nature against the first party on behalf of the minor son in respect of their claim of maintenance or any expenditure of future education or in any other property of First Party.

13. That Parties further agree that permanent custody, responsibility and liability of minor son - Liyan shall remain with second party/ wife/ mother without any visitation/ meeting rights to first party/ husband/ father or any of his family members in near future. First party/ father will neither visit school of minor child nor maintain/ keep any correspondence with any school teacher/ staff of any kind qua the minor child - Liyan. First Party agrees that he shall have no objection if, Second Party being mother of minor child file/ submit a new email i.d. and new mobile number for daily upkeep, supervision and to know day-to-day activities of minor child to his school. First Party/father shall be in a restrain to approach the school of minor – Liyan child in future for all intents and purposes and have no objection, if second party shall remain a single parent for minor child at his school.

14. That it is further agreed between the parties that in case, any other criminal case/ Litigation/ Complaint/ FIR has been lodged by any party against the other party or his/ her family member, which is not in knowledge of other party or his/ her family members, then the same shall be withdrawn by parties from appropriate forum/ police station/ authority/ court. Further, both

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parties undertake that they shall co-operate each other in withdrawing the same.

15. That it is also agreed between the parties that on a bail application, i.e. Bail Application No. 2904/2023 filed by Gaurav Gilani before the Hon'ble High Court of Delhi at New Delhi and Bail Application No. 1498/2023 filed by Shri Narayan Kumar Gilani before the Ld. ASJ, Patiala House Court, New Delhi and/or any other application, revision, petition, appeal being filed by First Party/or his family members, the Second Party undertakes to cooperate and render all possible assistance for getting the bail, recalling of cocercive process, if any issued against First Party, including to sign, verify, attest and submit requisite application/affidavit/petition and also to be present before the concerned court, for recording statement/giving NOC to the grant of Anticipatory Bail to First Party and/or his relatives. It is further agreed that as both the parties are seeking mutual consent divorce, which will take time and only there after the petition for quashing of the FIR will be filed, therefore, in the meantime the Second Party shall move an application before the concerned Police Station or IO/SHO requesting the investigation be kept pending and no coercive proceeding be done against the First Party.

16. That Parties undertakes that they will not file any complaint/ case/ or any other litigation under any provisions of the law against each other or their other family member in any court/ tribunal or any other forum after execution of present compromise/ settlement deed qua their marriage.

17. That Parties herein agrees that no one from the family or agents or relatives of both the parties or on their behalf, after the execution of the present settlement deed shall interfere in each other's personal lives and lives of their family members. It has also been agreed and decided between the parties that both parties shall not defame each other in any electronic/ social

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media or otherwise by posting any messages/ comments/ their previous marriage/ personal photograph(s) and it has also been further agreed and decided that both parties shall not miss-utilize the photographs of each other and shall not create any situation which may defame or lower the reputation of the parties or their family member in the society. It is further agreed that they shall not enter/ interfere at each other's residence and work places as well after execution of this settlement agreement.

18. That Parties undertake that, after signing of present settlement agreement/ compromise deed, no party shall violate above stated terms and present deed of compromise will be final and binding upon both parties.

19. It is also mutually settled and agreed that upon signing of the present MOD/ Settlement Deed, both the parties shall be left with no right, title or interest in the movable or immovable properties of each other or their family members. That Parties have entered and executed the present settlement agreement/ compromise deed in consultation and advice of their respective parents, siblings and family members without any force, fraud, undue influence or coercion and the parties have voluntarily, of their own free will and accord, consented to enter and execute the present deed of compromise in presence of the under-signed witnesses.

20. Parties are educated and understand present agreement and after reading and understanding the same, parties acknowledge that they have fully understood the same and accept it to be true and correct and as per their own personal intent and desire.

21. Parties shall be bound with terms and conditions of this Compromise Deed and shall not challenge terms and conditions of this Compromise Deed in any court of law or Authority. Both parties have agreed to make 3 original MOU's for filing the same in different courts.

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7. As can be noted from Clause 6 of the above reproduced Compromise/Settlement Deed, a sum of Rs. 80,00,000/- was to be paid to respondent no. 2 (complainant/wife). Out of the same, an amount of Rs. 60,00,000/- is stated to have been paid. The balance amount of Rs. 20,00,000/- has been handed over during the course of the hearing.

8. Ld. counsel for the petitioners (husband and parents-in-law) submits that the dispute between the parties was essentially matrimonial and stands settled. It is also pointed out that the marriage has been dissolved by decree of divorce by mutual consent dated 23.11.2023, and the entire compensation amount, as contemplated in the Compromise/Settlement Deed, has been paid.

9. Respondent no. 2 (wife/complainant) is present in person and affirms the factum of the Compromise/Settlement Deed. She submits that she does not wish to continue with the prosecution of the aforesaid FIR. She confirms that the settlement has been arrived at of her own free will and volition and without any pressure or undue influence. To this effect, she has also filed an 'Affidavit of No Objection', which reads as under:

> 1. That I am Respondent No.2 in the above case and Complainant in the subject FIR and I am well conversant with the facts of the case and thus competent to swear this affidavit.
>
> 2. That I have read the contents of the Petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (Section 482 of the Code of Criminal Procedure, 1973) and the Statement of facts contained therein which are true to my knowledge.

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That I have no objection to the quashing of the FIR No.224/2023 dated 19.08.2023 registered at Police Station, Naraina, New Delhi under Sections 376/377/354/354(B)/323/506/34 of the Indian Penal Code, 1860 and all the subsequent proceedings arising therefrom subject to receipt of the settlement amount in terms of the Compromise / Settlement Deed dated 18.10.2023. I undertake to abide by the Compromise / Settlement Deed dated 18.10.2023. I also state that out of the settled amount of ₹80,00,000/-, I have received an amount of ₹60,00,000/-, receipt whereof I again hereby acknowledge. The only amount that is balance is ₹20,00,000/-, which is payable to me at the time of quashing of the subject FIR and all subsequent proceedings arising therefrom.

4. That I am making the present affidavit out of my free wish and will and without there being any pressure and/or coercion from any quarter.

5. That I am ready to appear before this Hon'ble Court as and when directed by this Hon'ble Court for the purposes of recording my statement in support of the accompanying petition.

6. That the contents of the present affidavit have been explained to me in vernacular which are true and correct and nothing material has been concealed therefrom.

SD/

10. The petitioners (husband and parents-in-law) and respondent no. 2

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(wife/complainant) have been duly identified by the concerned Investigating Officer (IO), who is present in the Court.

11. I have given my consideration to the matter. This Court has been apprised of the factum of the Compromise/Settlement Deed and the payment made in terms thereof.

12. There has been a material change in the aftermath of the order dated 02.04.2024 (Bail Appln. 2904/2023, Delhi High Court) inasmuch as the order of discharge dated 23.07.2026 (SC No. 296/2024, Patiala House Courts, Delhi) absolves petitioner no. 2 (father-in-law) of the offences under Sections 376/354/354B of the IPC.

13. It is submitted that the discharge order has not been challenged. Further, the parties have lived apart for a considerable period of time and have expressed their inclination to move on.

14. 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 it was observed as under:

> "***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*

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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.*"

(emphasis supplied)

15. 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 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:*

***

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.

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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****.*"

(emphasis supplied)

16. Specifically in the context of matrimonial disputes, the Supreme Court in ***Jitendra Raghuvanshi v. Babita Raghuvanshi,*** **(2013) 4 SCC 58**, observed 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 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

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subsequent criminal proceedings."

(emphasis supplied)

17. The Supreme Court in ***Navneesh Aggarwal v. State of Haryana,* 2025 SCC OnLine SC 1680**, while quashing an FIR under Sections 498A of the IPC, *inter alia*, observed as under:

> "*14.* ***Furthermore, this Court has consistently taken the view that where the matrimonial relationship has come to an end by way of divorce, and the parties have since settled into their respective lives, criminal prosecution emanating from that past relationship ought not to be permitted to linger as a means of harassment****. In the cases of Mala Kar v. State of Uttarakhand, Criminal Appeal No. 1684 of 2024 dated 19.03.2024 ("Mala Kar") and Arun Jain v. State of NCT of Delhi, Special Leave Petition (Criminal) No. 9178 of 2018 dated 01.04.2024 ("Arun Jain"), this Court, while exercising its powers under Article 142 of the Constitution of India, quashed the criminal proceedings arising out of matrimonial discord against the husband.* ***The Court took note of the fact that the couple therein had divorced and held that in such a situation, to continue with criminal prosecution would amount to abuse of the process of law****. The reasoning adopted therein applies with equal force to the facts of the present case. …*"

(emphasis supplied)

18. With respect to the allegations under Section 377 of the IPC against petitioner no. 1 (husband), a reference is apposite to the decision, dated 26.02.2021, of the Coordinate Bench of this Court in ***Rifakat Ali v. State (Govt. of NCT of Delhi),* Crl.M.C. 599/2021**, wherein this Court observed as under:

> "*13. It is made clear that this Court is exercising its powers under Section 482 CrPC to quash an offence of Section 377 IPC on the ground that the parties have compromised the matter with each other only because it arises out of a matrimonial dispute, the allegation has been levelled by wife against her husband of committing an offence under Section 377 IPC and the parties have*

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decided to move ahead in life."

19. Another Coordinate Bench of this Court on 14.11.2025, in ***Vikrant Mathur v. State (NCT of Delhi),* 2025 SCC OnLine Del 10829**, while quashing an FIR alleging an offence under Section 377 of the IPC against the husband, on the basis of compromise, observed as follows:-

> "*13. It is not in doubt that the offence under Section 377 of IPC is serious in nature. The same cannot be quashed merely because the victim has settled the dispute. Such offences, in true sense, are not private in nature.*
> *14.* ***The present case, however, arises out of matrimonial disputes and the allegation of unnatural sex has been made by the wife against the husband. The parties have decided to part ways and move ahead in their lives burying the acrimony they had against each other****.*
> *15. This Court, in cases of Dinesh Kumar v. State : CRL.M.C.830/2019, Anmol Katyal v. State (NCT of Delhi) : CRL.M.C.1613/2019, Gajender Singh v. State (NCT of Delhi) : CRL.M.C. 5216/2018 and Joginder Singh Bote v. NCT of Delhi : CRL.M.C. 4117/2018, while exercising power under Section 482 of the Criminal Procedure Code, 1973, had quashed the FIRs registered for offences under Section 377 of the IPC on the basis of compromise entered into between the husband and the wife.*"
>
> (emphasis supplied)

20. Recently, another Coordinate Bench of this Court in cases like ***Hitesh Arora v. State (NCT of Delhi),* 2026 SCC OnLine Del 7120** (07.09.2026) and ***Deep Singh Rawat v. State,* 2026 SCC OnLine Del 6820** (03.09.2026) also quashed an FIR, registered under Section 377 of the IPC against the husband, on the basis of a compromise.

21. Considering the facts and circumstances, there is no impediment in allowing the present petition.

22. Accordingly, in view of the joint request of the parties, and

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considering the law laid down in the aforesaid judgments, the present petition is allowed, and FIR No. 224/2023, dated 19.08.2023, registered at P.S. Naraina, West (Delhi), under Sections 376/377/354/354(B)/323/506/34 of the IPC, and all proceedings emanating therefrom, *qua* all the petitioners, stand quashed.

23. In view of the judicial time consumed and the state resources expended on account of the subject FIR, the petitioners agree to cumulatively pay costs to the tune of Rs. 1,00,000/- to the Delhi High Court Legal Services Committee (DHCLSC). It is assured and undertaken that the same shall be deposited within a period of four (4) weeks from today, and the proof of the same shall be filed in the registry of this Court. The same undertaking is taken on record.

24. The petition, along with the pending application, is disposed of in the above terms.

SACHIN DATTA, J

NOVEMBER 5, 2026/cl/vk

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