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

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

\# **CNR No. DLHC010536832026**

\+ **CRL.M.C. 8334/2026, Crl.M.A. 34931/2026**

FAIZAN AHMAD .....Petitioner

Through: Mr. Chinmaya K. Bhatt and Ms. Amrita Pandey, Advs. along with petitioner in person.

versus

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

Through: Ms. Priyanka Dalal, APP for State.
SI Shagun Bhardwaj, PS Rajinder Nagar
Ms. Niharika Punn, Adv. for R-2.

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 petitioner seeks quashing of FIR No. 262/2026, dated 20.10.2026, registered at P.S. Rajinder Nagar, Central (Delhi), under Sections 69/88/351/79 of the Bharatiya Nyaya Sanhita, 2023 (hereinafter "*BNS*"), and all the proceedings emanating therefrom, on the basis of Compromise-cum-Settlement Deed/MOU, dated 02.11.2026, entered into between the petitioner (accused) and respondent no. 2 (complainant). The same has been appended as Annexure-4 to the present petition.

2. The primary allegation in the aforesaid FIR is that the petitioner

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established physical relations with respondent no. 2 on the false promise of marriage.

3. It transpires that seven (7) days after the registration of the aforesaid FIR, *i.e.*, on 27.10.2026, the parties married by entering into a Nikahnama at Karkardooma, Delhi, in the presence of respondent no. 2's parents.

4. Subsequently thereto, the aforesaid Compromise-cum-Settlement Deed/MOU is stated to have been executed between the petitioner (accused/husband) and respondent no. 2 (complainant/wife) on 02.11.2026. The same reads as under:

> Whereas the FIR No. 262/2026, U/Section(s) 69, 88, 351, 79, Bharatiya Nyaya Sanhita, 2023, got registered at P.S. Rajinder Nagar, District – Central on 20.10.2026 against the Second Party based upon the written complaint of the First Party.
>
> And whereas both the First Party and the Second Party have voluntarily and amicably resolved their misunderstandings in relation to the present FIR through the interference of both the elder members of their respective families, well wishers and friends.
>
> Both the parties got married to each other in the presence of their respective families as per Islamic rituals on 27.10.2026 and are in the process of getting their 'Nikaah' registered, as per Law.
>
> The First Party has thus agreed to not pursue the complaint made against the Second Party and both parties shall make statements before the Hon'ble Court in this respect thereof. All the misunderstandings between the parties in relation to the present FIR stand settled and fully resolved, and neither party holds any ill will, grievance, or any complaint against each other in any manner, whatsoever.
>
> Whereas, the agreement between the parties has been arrived at without any pressure, coercion, undue influence and with their sweet will.

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The parties have, therefore, mutually decided/ agreed to file a petition for quashing of the FIR No. 262/2026 registered at P.S. Rajinder Nagar on the basis of the present Compromise-cum-Settlement Deed / M.O.U. subject to the following terms and conditions:

THE TERMS AND CONDITIONS UNDER THE COMPROMISE DEED / M.O.U. AS MUTUALLY DECIDED AND AGREED UPON BY AND BETWEEN THE FIRST PARTY AND THE SECOND PARTY ARE RECORDED AS HEREUNDER :

1. And whereas the Compromise-cum-Settlement Deed / M.O.U. has been executed between the parties with their mutual consent and free will without any pressure, force, coercion or undue influence from any side. The parties have resolved their misunderstandings in relation to the present FIR in their entirety.

2. Both the parties got married to each other in the presence of their respective families, as per Islamic rituals on 27.10.2026 and are in the process of getting their 'Nikaah' registered, as per Law.

3. That the family members of the Second Party have wholeheartedly accepted the First Party as their daughter in Law and similarly, the family members of the First Party have also accepted the Second Party as their son in Law.

4. That the present Compromise-cum-Settlement Deed / M.O.U. has been entered upon and arrived at by the First Party and the Second Party out of their own free will, with full consent, and without any coercion, undue influence, or threat from any corner, whatsoever. The First Party herein affirms that the decision to enter into this Compromise-cum-Settlement Deed for the purpose of quashing the FIR has been made voluntarily and absolutely without any threat / coercion / or external influence.

5. That the First Party and the Second Party are known to each other since the last 1 year. Now both have settled their previous disputes, peacefully and amicably with the intervention/ interference /efforts of the family members and friends of the parties and have decided to live with each other as Husband and wife in the future and have already performed Nikaah ceremony on 27.10.2026 as per Islamic rituals. It is pertinent to mentioned herein that both the parties have already settled in their matrimonial life

NOTARY PUBLIC
VASANT MISHRA
Advocate
Reg. No. 51718/

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now and have decided to put a quietus to the litigation, which arose due to miscommunication/ misconception between the parties, which has now been amicably resolved.

6. That the First Party wishes not to pursue the case any further and wants to focus on her conjugal / matrimonial life with the second party (her Husband), and has arrived at this decision, after giving much thought to it and after due discussion(s) with her elders, family members and well-wishers.

7. That the First Party herein clearly agrees to withdraw all allegations against the Second Party and further agrees to undertake all such necessary steps, as may be required, for the quashing of the present FIR lodged against the Second Party.

8. That the First Party herein tenders her "absolute" and "unconditional" no-objection to the quashing of the present FIR No. 262/2026, subject to the leave and permission of the Hon'ble High Court of Delhi at New Delhi.

9. That both the First Party and the Second Party clearly agree that no further legal proceedings, civil or criminal, whatsoever, shall be initiated or pursued in relation to the issues mentioned in the present FIR and neither party shall have any further claim(s) or grievance(s) arising out of the present FIR. That this Compromise-cum-Settlement Deed / M.O.U. means and represents the complete, full, and final settlement of the dispute in relation to the FIR No. 262/2026 for all intents and purposes, whatsoever.

10. That any related complaint in relation to the present FIR by the parties against each other shall stand withdrawn, cancelled, and revoked fully and finally after the signing of this Compromise cum Settlement Deed / M.O.U.

11. That this Memorandum of Understanding / Compromise Deed is being arrived at voluntarily, without any compulsion, undue influence, coercion, threat, fraud or collusion from any corners, whatsoever, and whereas the contents have been fully read over and explained to both the parties in vernacular.

In witnesses whereof, both the parties have signed the present Compromise-cum-Settlement Deed / M.O.U. in the presence of following witnesses:

5. Respondent no. 2 (complainant/wife) is present in person. She affirms that the petitioner married her and there is no marital discord between them.

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She also affirms that the controversy stands resolved. Since the petitioner and she are now cohabiting as husband and wife, she is not desirous of pursuing the present matter, and accordingly, requests the quashing of the aforesaid FIR. To that effect, she has also filed an affidavit dated 02.11.2026, which reads as under:

1. That I am the Respondent No. 2/ Complainant in the present matter and as such being completely aware with the facts, am fully competent to file, verify and affirm the present affidavit.
2. That I am the Complainant in FIR No. 262 / 2026, U/S 69, 88, 351, 79, BNS, registered at P.S. Rajinder Nagar, Delhi on 20.10.2026, based upon my written complaint, which is the subject matter of the present petition for quashing of the FIR.
3. That I have gone through and understood the contents of the present affidavit as well as the accompanying petition and the settlement agreement dated 02.11.2026 which are true based on records as well as my knowledge, contents of which are not being repeated herein for the sake of brevity.
4. That I got married to the Petitioner in the presence of their respective families, as per Islamic rituals on 27.10.2026 and are in the process of getting their 'Nikaah' registered, as per Law.
5. That I have no objection if this Hon'ble Court hereby quashes the FIR No. 262 / 2026, U/S 69, 88, 351, 79 BNS, registered at P.S. Rajinder Nagar, Delhi on 20.10.2026 against the Petitioner herein, which was based upon my written Complaint, and further quashes all other proceedings emanating therefrom, after invoking the inherent jurisdiction, under Section 528 of the BNSS, against the Petitioner in view of/ as per the settlement/ agreement dated 02.11.2026 arrived at between me and the Petitioner.

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6. That the Compromise deed/ M.O.U dated 02.11.2026 as well as the present affidavit have been executed by me out of my own free will and without any pressure, force, threat, coercion, and undue influence from any side.
7. That the misunderstandings between the deponent and the Petitioner in relation to the present FIR stand settled and fully resolved, and neither party holds any ill will, grievance, or any complaint against each other in any manner, whatsoever. That the present quashing may be allowed by the Hon'ble Court in the interest of justice and in the interest of the Petitioner as well as the deponent.
8. That I have decided not to pursue the case any further and want to focus on my future, and have arrived at this decision, after giving much thought to it and after due discussion(s) with my family members and well-wishers.

6. The petitioner is also present in person. The parties, *i.e.*, the petitioner and respondent no. 2, have been duly identified by the concerned Investigating Officer (IO).

7. The Supreme Court in ***Pramod Suryabhan Pawar v. State of Maharashtra*, (2019) 9 SCC 608**, while approvingly citing ***Deepak Gulati v. State of Haryana*, (2013) 7 SCC 675**, noted the following *qua* the offence of rape on the false pretext of marriage:

> "*16. **Where the promise to marry is false and the intention of the maker at the time of making the promise itself was not to abide by it but to deceive the woman to convince her to engage in sexual relations, there is a "misconception of fact" that vitiates the woman's "consent". On the other hand, a breach of a promise cannot be said to be a false promise. To establish a false promise, the maker of the promise should have had no intention of upholding his word at the time of giving it**. The "consent" of a woman under Section 375 is vitiated on the ground of a*

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> *"misconception of fact" where such misconception was the basis for her choosing to engage in the said act.*
>
> ***
>
> *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.***"
>
> (emphasis supplied)

8. Clearly, in the aforesaid circumstances (especially the marriage of the parties), the foundation of the offence under Section 69 BNSS is absent. In any event, the parties have since married, and there is no discord between them.

9. 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*

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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.***"

(emphasis supplied)

10. 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

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(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****."*

(emphasis supplied)

11. The aforesaid principles have been applied by the Supreme Court even in cases involving an allegation of sexual intercourse on the false promise of marriage. In ***Kapil Gupta v. State (NCT of Delhi)***, (2022) 15 SCC 44, the petition seeking quashing of an FIR registered under Section 376 IPC had been dismissed by the High Court. The Supreme Court, after noticing ***Narinder Singh*** (supra), observed as under:

"*12. It can thus be seen that this Court has clearly held that though the Court should be slow in quashing the proceedings wherein heinous and serious offences are involved,* ***the High Court is not foreclosed from examining as to whether there exists material for incorporation of such an offence or as to whether there is sufficient evidence which if proved would lead to proving the charge for the offence charged with. The Court has also to take into consideration as to whether the settlement between the parties is going to result into harmony between them which may improve their mutual relationship.***

13. The Court has further held that it is also relevant to consider as to what is the stage of the proceedings. It has been observed that if

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> *an application is made at a belated stage wherein the evidence has been led and the matter is at the stage of arguments or judgment, the Court should be slow to exercise the power to quash the proceedings.* ***However, if such an application is made at an initial stage before commencement of trial, the said factor will weigh with the court in exercising its power.***"
>
> (emphasis supplied)

12. On the strength of the aforesaid, the Supreme Court proceeded to quash the proceedings arising out of the FIR under Section 376 IPC, notwithstanding the gravity of the offence alleged.

13. In ***Jatin Agarwal v. State of Telangana***, 2022 SCC OnLine SC 1969, the prosecutrix and the accused had been introduced to each other through a matrimonial website, and physical relations were stated to have been established on the promise of marriage. An FIR under Sections 417/420/376 IPC came to be registered when the accused allegedly refused to marry her. The parties thereafter married each other, however, the High Court declined to quash the FIR. Setting aside the said order, the Supreme Court held as under:

> "*5. Considering the aforesaid facts and* ***keeping in view that the respondent no.2/complainant has herself made a statement before us that she has married the appellant and now living happily, we exercise our powers under Article 142 of the Constitution of India and to do complete justice in the matter, we quash the FIR dated 15.08.2020 lodged by the respondent no.2 against the appellant under Sections 417, 420 and 376 IPC.***"
>
> (emphasis supplied)

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

15. 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. FIR No. 262/2026, dated 20.10.2026, registered at P.S. Rajinder Nagar, Central (Delhi), under Sections 69/88/351/79 of the BNS, and all the proceedings emanating therefrom, *qua* the present petitioners, stand quashed.

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

NOVEMBER 5, 2026/cl/vk/sd **SACHIN DATTA, J**

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