



2026:DHC:8962



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* IN THE HIGH COURT OF DELHI AT NEW DELHI

% Date of Decision : 07.10.2026

CNR No.DLHC010454842026

+ CRL.M.C. 7099/2026

VIKRANT SONY

.....Petitioner

Through: Ms. Aishwarya Dobhal, Ms.
Samiksha, Advs along with
Petitioner-In-Person

versus

STATE OF NCT DELHI AND ANR

.....Respondents

Through: Mr. Hemant Mehla (APP) along with
Mr. Naved, Mr. Mayank Choudhary,
Advs.Ms. Pooja, Adv. for Complainant
W/SI Nikki (P.S. Mohan Garden)**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. 0204/2026 dated 10.08.2026 registered at P.S. Mohan Garden, New Delhi under Section 316(2)/ 69 of the Bharatiya Nyaya Sanhita, 2023 ('BNS') and Sections 3 and 4 of the Dowry Prohibition Act, 1961 on the basis of a settlement being arrived at between the petitioner and the respondent no.2.

2. The Settlement Agreement dated 24.08.2026 has been filed as Annexure (P-3) to the present petition. The same reads as under:-



9. Terms & Schedule of Settlement

After explaining the process of mediation, the parties have arrived at an amicable settlement on the terms and conditions as under:-

(I) Respondent Vikrant Sony has agreed to pay a lump sum amount of Rs.3,60,000/- (Rupees Three Lakh Sixty Thousand only) towards satisfaction of all her claims against respondents qua Section 316(2) of BNS, FIR No. 204/2026 with PS Mohan Garden.

(II) The said amount is payable in two installments of Rs.1,80,000/- (Rupees One Lakh Eighty Thousand only) each.

(III) First installment of Rs.1,80,000/- shall be payable via bank transfer to complainant in her account No. 59192824088, Indian Bank, IFSC IDIB000S759, Najafgarh Branch, New Delhi on or before 03.09.2026.

(IV) Second installment of Rs.1,80,000/- shall be payable to the complainant at the time of quashing of the FIR or as directed by the court.

(V) The respondents shall file the quashing petition before the Hon'ble High Court of Delhi within one month.

The complainant Ms. Neha in the FIR No. 204/2026 u/s 69 BNS, 3 and 4 Dowry Prohibition Act PS Mohan Garden titled as State Vs. Vikrant Sony undertakes to appear before the Hon'ble High Court of Delhi to sign the necessary affidavits, NOC and to cooperate in getting the said proceedings quashed. It has been apprised to the parties that if the parties move quashing petition, then the quashing of the present FIR is the discretionary power of the Hon'ble High Court of Delhi. All the claims have been settled in totality for quashing of above mentioned FIR and proceedings emanating therefrom qua all person(s)/respondent(s) named in the abovesaid FIR. The expenses for quashing the abovesaid FIR shall be borne by the respondent.

It has been apprised to the parties that the quashing of the above mentioned FIR shall be in terms of the guidelines issued by the Hon'ble High Court of Delhi in Crl.M.C. 5720/2023 in case titled as Abhishek @ Love & Ors. vs. The State NCT of Delhi & Ors.

(VI) Complainant has no objection to the grant of bail to the respondents in the above FIR and shall make a statement to that effect before the Ld. Referral court.



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(VII) Complainant has agreed to co-operate with the respondents in quashing of the above FIR by execution of relevant documents and being present before Hon'ble High Court of Delhi.

10. Breach

It is agreed between the parties that in case of breach/violation/deliberate disobedience, the complainant shall take action as per law against the respondents.

11. Free Consent of the parties

The parties, unequivocally declare that they have executed this agreement voluntarily, after fully understanding and appreciating the contents, scope, and effect thereof. They further declare that they are signing this agreement voluntarily after examining all probabilities and implications thereof and without any kind of force, pressure, undue influence, misrepresentation, or mistake (both of law and fact), in any form, whatsoever, from any quarter. They undertake that they shall abide by and be bound by the agreed terms/stipulations of this settlement agreement.

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3. The genesis of the controversy in the complainant's version is that a marriage proposal led to meetings between the petitioner and the respondent no.2, and their families, followed by an engagement on 09.08.2024. She alleges that relying upon the petitioner's promise of marriage she entered into a sexual relationship with him. Consequently, the aforementioned FIR No. 0204/2026 came to be registered on her complaint.

4. The concerned I.O. is present in Court and she has identified the petitioner and the respondent no.2.

5. On a specific query the respondent no.2 / complainant submits to the Court that she is not desirous of pursuing her allegations which are subject matter of the present FIR No. 0204/2026 and has decided to settle the matter with the petitioner on terms as set out in the said Settlement Agreement dated 24.08.2026. She further submits that out of the settlement amount of Rs. 3,60,000/- a sum of Rs. 1,80,000/- has been received by her.



6. During the course of the hearing, it transpires that the remaining amount of Rs. 1,80,000/- has also been remitted into the bank account of the respondent no.2 today. The respondent no.2 confirms that her bank account has been duly credited to that extent.

7. The inherent power of this Court to quash criminal proceedings on the basis of a settlement is to be exercised for the purpose of securing the ends of justice or to prevent abuse of the process of the Court, while having due regard to the nature and gravity of the offence. In **Gian Singh v. State of Punjab** (2012) 10 SCC 303, the Supreme Court has observed as follows:-

“61. The position that emerges from the above discussion can be summarised thus : the power of the High Court in quashing a criminal proceeding or FIR or complaint in exercise of its inherent jurisdiction is distinct and different from the power given to a criminal court for compounding the offences under Section 320 of the Code. Inherent power is of wide plenitude with no statutory limitation but it has to be exercised in accord with the guideline engrafted in such power viz. : (i) to secure the ends of justice, or (ii) to prevent abuse of the process of any court. In what cases power to quash the criminal proceeding or complaint or FIR may be exercised where the offender and the victim have settled their dispute would depend on the facts and circumstances of each case and no category can be prescribed. However, before exercise of such power, the High Court must have due regard to the nature and gravity of the crime. Heinous and serious offences of mental depravity or offences like murder, rape, dacoity, etc. cannot be fittingly quashed even though the victim or victim's family and the offender have settled the dispute. Such offences are not private in nature and have a serious impact on society. Similarly, any compromise between the victim and the offender in relation to the offences under special statutes like the Prevention of Corruption Act or the offences committed by public servants while working in that capacity, etc.; cannot provide for any basis for quashing criminal proceedings involving such offences. But the criminal cases having overwhelmingly and predominatingly civil flavour stand on a different footing for the purposes of quashing, particularly the offences arising from commercial, financial, mercantile, civil, partnership or such like transactions or the offences arising out of matrimony relating to dowry, etc. or the family disputes where the wrong is basically private or personal in nature and the parties have resolved their entire dispute. In this category of cases, the High Court may quash the criminal proceedings if in its view, because of the



compromise between the offender and the victim, the possibility of conviction is remote and bleak and continuation of the criminal case would put the accused to great oppression and prejudice and extreme injustice would be caused to him by not quashing the criminal case despite full and complete settlement and compromise with the victim. In other words, the High Court must consider whether it would be unfair or contrary to the interest of justice to continue with the criminal proceeding or continuation of the criminal proceeding would tantamount to abuse of process of law despite settlement and compromise between the victim and the wrongdoer and whether to secure the ends of justice, it is appropriate that the criminal case is put to an end and if the answer to the above question(s) is in the affirmative, the High Court shall be well within its jurisdiction to quash the criminal proceeding.”

8. In **Narinder Singh v. State of Punjab**, (2014) 6 SCC 466, the Supreme Court further observed that the stage at which the settlement is arrived at is a relevant consideration. The Court noted as follows:-

“29.7. While deciding whether to exercise its power under Section 482 of the Code or not, timings of settlement play a crucial role. Those cases where the settlement is arrived at immediately after the alleged commission of offence and the matter is still under investigation, the High Court may be liberal in accepting the settlement to quash the criminal proceedings/investigation. It is because of the reason that at this stage the investigation is still on and even the charge-sheet has not been filed. Likewise, those cases where the charge is framed but the evidence is yet to start or the evidence is still at infancy stage, the High Court can show benevolence in exercising its powers favourably, but after prima facie assessment of the circumstances/material mentioned above. On the other hand, where the prosecution evidence is almost complete or after the conclusion of the evidence the matter is at the stage of argument, normally the High Court should refrain from exercising its power under Section 482 of the Code, as in such cases the trial court would be in a position to decide the case finally on merits and to come to a conclusion as to whether the offence under Section 307 IPC is committed or not. Similarly, in those cases where the conviction is already recorded by the trial court and the matter is at the appellate stage before the High Court, mere compromise between the parties would not be a ground to accept the same resulting in acquittal of the offender who has already been convicted by the trial court. Here charge is proved under Section 307 IPC and conviction is already recorded of a heinous crime and, therefore, there is no question of sparing a convict found guilty of such a crime.”



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9. In the present case, the dispute stems from a proposal for marriage not materialising. A settlement has been arrived at before the Delhi Mediation Centre, Dwarka Courts, upon a reference made by the learned Special Judge (NDPS)-01, South-West District, Dwarka Courts, New Delhi, in the bail application filed by the petitioner. The respondent no.2 has unequivocally stated before this Court that she does not wish to pursue her allegations. As recorded in the Settlement Agreement, the charge-sheet had not been filed when the settlement was arrived at, and the matter was then at the stage of investigation. In these circumstances, the possibility of conviction is remote and bleak, and continuation of the proceedings would serve no useful purpose.
10. Considering the circumstances, the present petition is allowed. The FIR No. 0204/2026 dated 10.08.2026 registered at P.S. Mohan Garden, Delhi and all consequential proceedings emanating therefrom, are quashed.
11. The petition is disposed of in the above terms.

SACHIN DATTA, J

OCTOBER 7, 2026/uk