



2026:DHC:8873



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% **Date of Decision: 07.10.2026**# **CNR No. DLHC010482652026**+ **CRL.M.C. 7517/2026 and Crl.M.A.31421/2026****YATIN NIMESH & ORS.**

.....Petitioners

Through: Mr. Randhir Kumar, Adv.

versus

THE STATE (GOVT. OF NCT OF DELHI) & ANR.

.....Respondents

Through: Ms. Priyanka Dalal, APP for State
and Ms. Swati, Adv.Mr. N.L. Singh and Ms. Amita
Sharma, Adv. for R-2.IO / SI Mohan Lal, PS Narela
Industrial Area**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.1053/2024 dated 15.11.2024, registered at Police Station Narela Industrial Area, Outer North District, Delhi, under Sections 498A/406/34 IPC (corresponding to Sections 85, 316(2) and 3(5), respectively, of the Bharatiya Nyaya Sanhita, 2023 ("BNS")), together with all proceedings emanating therefrom. Petitioner no.1 is the husband of respondent no.2; petitioner nos.2 and 3 are his father and mother, respectively.

2. Petitioner no.1 and respondent no.2 were married on 20.04.2022 at



2026:DHC:8873



Delhi, according to Hindu rites and ceremonies. No child was born out of the said wedlock. The parties have been living separately since 02.06.2022 on account of irreconcilable temperamental differences.

3. The aforesaid FIR came to be registered on 15.11.2024 on the complaint of respondent no.2 against the petitioners, alleging cruelty and demands for dowry, as also misappropriation of her stridhan.

4. The parties have since settled their disputes by way of a Memorandum of Understanding dated 04.07.2026, executed at Delhi. The same reads as under:

(a) A complaint filed by the First party/ Wife under Section 406/498A/34 IPC which converted into an FIR N 1053/24 dated 15.11.2024, Police Station Bawana Se 5, U/S 498A, 406, 34 IPC Delhi has been registered. The chargesheet has not been filed yet.

WHEREAS, during the pendency of the above proceeding both the parties upon the advice of their families and couns agreed to an amicable settlement and thus both the parties have mutually sat across the table and voluntarily without any pressure, coercion, persuasion have settled as under:

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER :-

1. That due to separation and temperamental difference between the parties, there are no prospects of reunion of matrimony and have lost affinity towards each other. The parties therefore have mutually decided to part ways peacefully.



That both the parties have agreed that all the cases pending against each other shall be deemed fully settled and shall be withdrawn against each other by themselves.



3. That it is settled that marriage between the parties would be dissolved by following petition under Section 13(B)(I) & (II) of the Hindu Marriage Act by mutual consent. It is further agreed that the first motion shall be filed within a period of 5 working days of entering the present MOU and both parties shall cooperate in the same.
4. That upon the recording of the statement in the first motion and passing of the judgment thereof, the parties shall be moving the divorce petition for second motion at the earliest as per law and both the parties shall cooperate and assist each other in the same.
5. That it is also agreed that the Second party/Husband shall pay a sum of Rs. 9,60,000/- (Rupees Nine Lakhs sixty-thousand only) to the First party/Wife in lieu of all her past, present and future maintenance, one-time permanent alimony and all other claims regarding dowry articles, matrimonial assets etc. and by such payments the First party/ Wife shall not claim in future.



That payment of Rs. 9,60,000/- (Rupees Nine Lakhs sixty-thousand only) shall be made in the following manner:



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- (i) Rs. 3,20,000/- (Rupees Three Lakh twenty thousand only) shall be paid by the Second party/Husband to the First party/ Wife by way of Demand Draft at the time of recording the statements before the Hon'ble Court during the first motion of the petition filed under Section 13-B (1) of the Hindu Marriage Act.
- (ii) Rs. 3,20,000/- (Rupees Three Lakh twenty thousand only) shall be paid by the Second party/Husband to the First party/ Wife by way of Demand Draft at the time of recording the statements before the Hon'ble Court during the second motion of the petition filed under Section 13-B (2) of the Hindu Marriage Act.
- (iii) Remaining amount of Rs. 3,20,000/- (Rupees Three Lakh twenty thousand only) shall be paid by the Second party/Husband to First party/ Wife by way of Demand Draft at the time of making the statement before the Hon'ble High Court of Delhi for quashing of the FIR No. 1053/24, Police Station Bawana Sec-5, U/S 498A, 406,34 IPC, Delhi.



Upon signing this Memorandum of Understanding (MOU) and receipt of the full and final settlement amount as per the agreed schedule under clause 6, the First party/ Wife irrevocably and unconditionally waives, relinquishes, and forgoes any and all present or

4 0 SEP 2026



2026:DHC:8873



future claims, rights, demands, or entitlements whether monetary, compensatory, financial, or otherwise against the Second Party/Husband, including but not limited to claims related to Jewellery, alimony, or maintenance (interim or permanent) for the past, present, or future, under any statutory, civil, or criminal law, now or in the future. The First party/ Wife further undertakes not to demand any additional sums from the Second Party/ Husband in any manner whatsoever.

. The First party/ Wife and any of her legal representatives commit to provide necessary cooperation for quashing the FIR specified for all accused, and signing or executing any necessary documentation for the same. If the First party/ Wife fails to cooperate in quashing the FIR, it shall be considered a material breach of this MOU, and the Second Party/ Husband shall be entitled to seek appropriate legal remedies, including contempt proceedings and financial penalties from the First party/ Wife. In case second party / husband does not file quashing petition in reasonable time, first party shall be liberty to seek appropriate legal remedies, including contempt proceedings and financial penalties.



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9. That the First party/ Wife confirms that no other complaints or cases have been filed by her or her parents against the Second party/ Husband or his parents or his relatives, in any court or police station across India, other than the FIR mentioned hereinabove.
10. It is further agreed between the parties that both the parties shall withdraw all the pending cases against each other. And both the parties are left with no claim/dispute/allegation (civil or criminal) or right against each other or their family members and both the parties undertake not to file any case, complaint or litigation against each other in the future before any court/ forum/ authority pertaining to present marriage and shall cooperate with each other in execution of present MOU.
11. That it is has been agreed between the parties that the First party/ Wife has voluntarily, unconditionally and irrevocably returned to the Second party the articles of jewelry which she had received from the Second party/ Husband in connection with the marriage (list attached) as ANNEXURE-A. The Second party/ Husband will return to the First party/ Wife, the articles of jewelry which Second Party or his family members had received



members had received in connection with the marriage (list attached) as ANNEXURE-B. Both parties confirm that no further claims remain regarding these exchanges upon signing this Memorandum of Understanding (MOU).

12. It is agreed between the parties that they will not interfere in the lives of each other and shall part ways amicably.
13. It is agreed between the parties that they have understood the terms and conditions of the MOU.
14. It is further agreed between the parties that they shall remain bound with the aforesaid terms and conditions as mentioned in this MOU.
15. 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 and any time in future in all court of law/Police Station etc.
5. It is agreed between the parties that if either party commits a breach or defaults on the terms of this MOU at any stage, the following consequences shall apply:

10 SEP 2026



- i. If the First party/ Wife backs out at any stage after signing the MOU or there is any breach or default on the part of the First party/ Wife, then the First party/ Wife shall be liable to refund the entire settlement amount received from the Second party/ Husband. Additionally, she shall pay an interest of 2% per month on the refunded amount, along with all legal costs incurred by the Second Party in enforcing this agreement. The refund shall be made within ten (10) days of the breach, failing which the Second party/ Husband reserves the right to initiate the legal proceedings, including a civil suit for recovery, and any other remedies available under law.
- ii. If the Second Party /Husband refuses to proceed with the agreed terms under this MOU, then the amount paid by him at the time of the first motion of divorce shall stand forfeited by the First party/ Wife and first party shall be liberty to continue with the proceeding FIR No. 1053/24 dated 15.11.2024, Police Station Bawana Sec-5, U/S 498A, 406, 34 IPC Delhi also file the proceeding under 144 BNSS (125 CrPc) And DV Act and other proceeding under the law.



2026:DHC:8873



17. In the event that either party breaches this agreement, such breach shall be considered contempt of court, and the non-breaching party reserves the right to seek appropriate legal remedies, including filing a motion for contempt with the competent court.
18. The parties have agreed on each and every terms as recorded in the MOU, 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 fee/penalty as mentioned above.
19. The terms and conditions mentioned in the MOU have been understood in vernacular. The above said MOU is arrived at between the parties out of their own free will, consent and without their being any undue pressure, coercion, influence, misrepresentation or mistaken (both law and fact) in any form whatsoever and the parties agreed that the MOU has correctly recorded the said agreed terms and conditions. Both parties confirm they have taken independent legal advice and understand the terms fully.





2026:DHC:8873



IN WITNESS WHEREOF, both the parties have signed this Memorandum of Understanding on the day, month and year mentioned above.

5. In terms of the settlement, the parties filed a joint petition for divorce by mutual consent under Section 13-B of the HMA. The said petition, being HMA No.1443/2026, was allowed by the learned Judge, Family Court-01, Central District, Tis Hazari Courts, Delhi, and by decree dated 03.09.2026, the marriage between petitioner no.1 and respondent no.2 stands dissolved with effect from that date.

6. The parties are present in person and are identified by the Investigating Officer (IO). Respondent no.2 submits that she has settled the disputes with the petitioners of her own free will, without any pressure, coercion or undue influence, and she has no objection to the quashing of the FIR. It is also confirmed that out of the total settlement amount of Rs.9,60,000/-, a sum of Rs.6,40,000/- has already been received. A demand draft for the remaining amount of Rs.3,20,000/- has been handed over during the course of the hearing by the learned counsel for the petitioners to the complainant/respondent no.2. The complainant/respondent no.2 confirms receipt of the same. The entire settlement amount of Rs.9,60,000/- thus stands paid.

7. Respondent no.2 has also filed an affidavit dated 29.09.2026, affirming that she has settled all her disputes with the petitioners and that she has no objection to the quashing of the FIR and the proceedings emanating therefrom. The petitioners and respondent no.2 further state that



2026:DHC:8873



no other proceeding remains pending between them.

8. The disputes between the parties are matrimonial and essentially private in nature. The offences alleged do not fall within the category of heinous or serious offences of mental depravity, or offences such as murder, rape or dacoity, which are not private in nature and have a serious impact on society.

9. The marriage stands dissolved, the complainant/respondent no.2 has received the entire settlement amount and does not wish to pursue the case. In these circumstances, the possibility of conviction is remote and bleak, and the continuation of the proceedings would be an exercise in futility and would serve no useful purpose.

10. This Court is conscious that the offence under Section 498A of the IPC (Section 85 of the BNS) is non-compoundable, whereas the offence under Section 406 of the IPC (Section 316(2) of the BNS) is compoundable, with the permission of the Court, by the owner of the property in respect of which the breach of trust has been committed, in terms of Section 320(2) of the CrPC (now Section 359(2) of the BNSS). However, the power of this Court under Section 528 of the BNSS (earlier Section 482 of the CrPC) to quash criminal proceedings is distinct from, and is not circumscribed by, the power of compounding conferred on a criminal court.

11. 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 has been held that criminal proceedings arising out of matrimony or family disputes, where the wrong is private or personal in nature and the parties have resolved their entire dispute, stand on a different footing for the



purposes of quashing. The relevant extracts read 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 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.”

12. The said principles were reiterated by the Supreme Court in **Narinder Singh v. State of Punjab**, (2014) 6 SCC 466, wherein it has been held as under:

“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:

29.1. Power conferred under Section 482 of the Code is to be distinguished from the power which lies in the Court to compound the offences under Section 320 of the Code. No doubt, under Section 482 of the Code, the High Court has inherent power to quash the criminal proceedings even in those cases which are not compoundable, where the parties have settled the matter between themselves. However, this power is to be exercised sparingly and with caution.

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.

29.3. Such a power is not to be exercised in those prosecutions which involve heinous and serious offences of mental depravity or offences like murder, rape, dacoity, etc. Such offences are not private in nature and have a serious impact on society. Similarly, for the offences alleged to have been committed under special statute like the Prevention of Corruption Act or the offences committed by public servants while working in that capacity are not to be quashed merely on the basis of compromise between the victim and the offender.

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.

xxx xxx xxx”

13. 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 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.”

14. Although the offence under Section 498A of the IPC (Section 85 of the BNS) is non-compoundable, the aforesaid principles apply with equal force to the exercise of the inherent power under Section 528 of the BNSS, which corresponds to Section 482 of the CrPC. In the present case, the FIR arises out of a matrimonial relationship and is essentially private in nature; the parties have amicably resolved all their disputes in terms of the Memorandum of Understanding dated 04.07.2026; the marriage stands dissolved by a decree of divorce by mutual consent dated 03.09.2026, and there is no issue from the marriage; the entire settlement amount of Rs.9,60,000/- stands paid; and respondent no.2, who is present in Court and has been identified by the IO, has affirmed the settlement and the receipt of the said amount, and has also filed an affidavit of no objection. None of the



2026:DHC:8873



petitioners was arrested, no prosecution witness has been examined, and the petitioners have no other criminal antecedents. In such circumstances, the possibility of conviction is remote and bleak, and the continuation of the prosecution would amount to an abuse of the process of the Court.

15. As such, in terms of the *dicta* laid down by the Supreme Court in the aforesaid judgments, there is no impediment to acceding to the joint request of the petitioners and respondent no.2 for quashing of FIR No.1053/2024 and all proceedings emanating therefrom.

16. Accordingly, FIR No.1053/2024 dated 15.11.2024, registered at P.S. Narela Industrial Area, Delhi, under Sections 498A/406/34 IPC, and all proceedings emanating therefrom, *qua* all the petitioners, are quashed. The parties undertake to abide by the terms of the Settlement / Memorandum of Understanding dated 04.07.2026. The said undertaking is taken on record.

17. The petition is allowed in the above terms. The pending application, being CRL.M.A. 31421/2026, also stands disposed of.

SACHIN DATTA, J

OCTOBER 7, 2026/cl,sd