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

% ***Date of Decision: 17.11.2026***

\# **CNR No.DLHC010382062026**

\+ **CRL.M.C. 6032/2026, CRL.M.A.25216/2026**

SUMIT DAHIYA & ORS. .....Petitioners

Through: Mr. Abhishek Rai, Adv.

versus

STATE & ANR. .....Respondents

Through: Mr. Aashneet Singh, APP for the State.
Mr. Aman Trehan, Adv. for R-2.

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

SACHIN DATTA, J. (*ORAL*)

The matter is taken up today as 16.11.2026 was declared a holiday on account of Chatth Puja.

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. 498/2025, dated 25.10.2025, registered at P.S. K.N. Katju Marg, Rohini District, Delhi, under Sections 85/316(2)/3(5)/115(2) of the Bharatiya Nyaya Sanhita, 2023 [corresponding to Sections 498A/406/34/323 of the Indian Penal Code, 1860 (hereinafter "*IPC*")] and Section 4 of the Dowry Prohibition Act, 1961, and all proceedings emanating therefrom, on the basis of Memorandum of Understanding (MOU)-cum-Settlement Deed, dated 23.12.2025, entered into between petitioner no. 1 (husband) and respondent no. 2 (wife/complainant). The same is appended as Annexure P-3 to the present petition.

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

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respondent no. 2 (wife/complainant) on 04.12.2024 according to Hindu rites and ceremonies.

3. In the aforesaid FIR, it is alleged by respondent no. 2 (wife/complainant) that the petitioners (husband and parents-in-law) demanded dowry, including a residential property, a car, and expensive watches, before the marriage, and the same was met by her family by giving cash, jewellery, and a car. However, the petitioners (husband and parents-in-law), as per the allegations, harassed and physically assaulted respondent no. 2 (wife/complainant) for bringing insufficient dowry. It is also alleged that the petitioners (husband and parents-in-law) demanded dowry, in addition to wrongfully keeping respondent no. 2's (wife's/complainant's) jewellery.

4. The MOU-cum-Settlement Deed, dated 23.12.2025, entered into between petitioner no. 1 (husband) and respondent no. 2 (wife/complainant), reads as under:

MOU

MORANDUM OF UNDERSTANDING CUM SETTLEMENT DEED

This Memorandum of Understanding Cum Settlement Deed is made on this 23 Day of December 2025

BETWEEN

SMT NISHA RANA W/O SH. SUMIT DAHIYA D/O LATE NARENDER SINGH R/O 1-2/202, 2ND FLOOR, SICTOR-16, NORTH WEST DELHI-10089 (hereinafter called the first party)

AND

SH. SUMI DAHIYA S/O SH. MAHAVEER R/O PLOT NO. 1544, HSIDC, RAL, DISTRICT SONIPAT HARYANA ALSO AT ANSAL SUSHANT CITY, BLOCK-A, SECTOR-61, ADHKHALSA, SONIPAT, HARYANA hereinafter called the second party)

Whereas the marriage between the parties to the present Settlement was solemnized according to Hindu Rites and Ceremonies on 01.12.2024 according to Hindu Rites and Customs at Tivoli Grand Resort, Alipur, Delhi. After the marriage, no child was born out from this wedlock.

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Whereas the marriage between the parties to the present Settlement was solemnized according to Hindu Rites and Ceremonies on 01.12.2024 according to Hindu Rites and Customs at Tivoli Grand Resort, Alipur, Delhi. After the marriage, no child was born out from this wedlock.

WHEREAS after the marriage, due to temperamental differences new the first party and the second party and they could not pull their marriage together and now the first party and the second party are continuously living separately from 25.12.2024. Inspite of several efforts made by the parties themselves, their parents, well-wisher, relatives and fresads for reconciling the matter between the parties have been failed, now it seems that there is no chance of reconciliation between the parties the parties have exhausted all their channels and means of reconciliation, which have been failed.

WHEREAS now both the parties entered into an amicable settlement and as per that settlement both the parties had agreed to get separated from each other with mutual consent.

WITNESSES AND it is hereby mutually agreed to settle the matter amicably between the parties upon the following terms and conditions

NOW THIS AGREEMENT IS WITNESSETH AS FOLLOWS:

1. That it has agreed between the parties that the second party shall pay a total sum of Rs. 7,00,000/- in form of Bank DD to the first party as full and final settlement (against istridhan and dowry, maintenance towards past, present and future qua this marriage and nothing remains qua the marriage), full and final setllement between parties towards all their claims. The said amount will be paid in two installments in the form of DDs in the name of Nisha Rana.

2. That it has agreed between the parties that the second party shall pay a sum of Rs. 3,50,000/-in form of Bank DD to the first party at the time of recording of statement of first motion U/s 133(1) HMA Act.

3. That it has agreed between the parties that both the parties co operate with each other at the time of recording of statement

4. That it has agreed between the parties that the second party shaال duly co-operate in proceeding of quashing of FIR no. 213/2025 U/s 115/3(5)/309(6)/351(3) BNS P's. Rai, Sonipat, Haryana titled State Vs. Manjesh Rana & Ors. before the Hon'ble High court of Punjab and Haryana at Chandigarh.

5. That it has agreed between the parties that the second party shall also take appropriate step for filing of cancellation To the concerned police station ie. PS. RAI in FIR No. 169/2025 U/s 3(1)()/3(1)(s)/115/351(3) BNS.

6. That it has agreed between the parties that the second party shall duly pay a sum of Rs. 3,50,000/- to the first party at the time of quashing of FIR no. 498/2025 U/s 85/316(2)/3(5) BNS Ps. KN.Katju Marg, before the Hon'ble I light court of Delhi.

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7. That the second party shall withdraw the suit for permanent injunction in Sonipat District Court and Suit for Recovery in Sonipat District Courts, Delhi after the recording of statement of first motion.

8. 8. That the first party shall withdraw the petition U/s 125 Cr.P.C and U/s 12 DV Act filed against the second party before the Rohini District Courts, Delhi after the recording of statement of first motion

9. That the second party will return the jewelry articles le. 1 Cold Set 15 gm approx, 1 Gold Set 46 gm apx, One Gold Kada 20 gm apx, 1 Gold Chain 18 gm apx, 1 Gold Diamond Ring 10 gm apx, 1 Gold Coin (Ginni) 4 gm apx, 2 Pair of Gold Earing 10 gm apx, 8 Silver coin at the time of recording of statement of first motion.

10. 10. That the first party will return the jewelry articles Lo. 4 Gold Bangles 62 gm approx, 1 Mangalsura 1.5 gm apx. 1 Diamond Ring 5 yyn apx at the time of recording of statement of first motion.

11. 13. That both the parties shall withdraw all the litigations before the rewarding of statement of second motion.

12. Hat both the parties undertakes that both the above said FIRs will bae quashed after the recording of statement of second motion.

13. 13 That it has agreed between the parties no one shall Interfere in personal life and also no phone calls with each other by any of family members of both the parties. Each party will be at liberty to live its life at its own in future.

14. 14. That both the parties undertake not to interfere in the life of each other in future, in any manner whatsoever. No album or photographs/videos, status of the parties shall be misused/posted by any of the parties at any platform like Facebook, Twitter, Whatsapp, instagram and all social media platform and other media ete in any manner whatsoever. If already exists then the same shall be removed at earliest.

15. "That the parties hereby declare that they have obtained independent legal advice and they are executing this agreement with their free will, without any force, pressure, coercion, inducement, compulsion, misrepresentation. Mutual Divorce & personally required conditions and suggestions have been added in execution of this MOU.

16. That the contents of this settlement has been read over and explained in their vernacular language (Hindi) to the parties and they understood the contents and gave their consent freely with free and sound body of mind.

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17. That the first and second party have settled all their disputes and differences once for all and now nothing is due between the parties to the deed.

18. That both the parties undertake to abide by the teams and conditions set out in the agreement

19. It is agreed between the parties that if either of the parties contract breach, penalty or default of this mutually agreed settlement after the divorce or backs out the amount

taken shall be returned to husband with 2% Interest per month and if husband backs out, the amount given at the time of divorce shall stand forfeited by the wife. It is further understood by the parties that for breach of the undertaking given to the concerned court or wilful / delibrate violation of a consent order / decree, the defaulting party will be liable to be punished for contempt of court

5. Respondent no. 2 (wife/complainant), who is present in the Court and is identified by the concerned Investigating Officer (IO), confirms the factum of the MOU-cum-Settlement Deed (23.12.2025). She submits that she entered into the settlement of her own free volition without any sort of coercion or undue pressure. The petitioners (husband and in-laws) have also been duly identified by the Investigating Officer (IO).

6. It also transpires that the marriage between petitioner no. 1 (husband) and respondent no. 2 (wife/complainant) stands dissolved on 23.05.2026, by decree of divorce by mutual consent under Section 13(B)(2) of the Hindu Marriage Act, 1955, in HMA No. 792/2026.

7. In the facts and circumstances of the present case, the petition deserves to be allowed for the following reasons:

a. The dispute between the parties is matrimonial and private in nature, and the same stands settled/resolved between the

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parties. A copy of the MOU-cum-Settlement Deed, dated 23.12.2025, has been placed on record as Annexure P-3 (reproduced hereinabove);

b. The aforesaid MOU-cum-Settlement Deed has been acted upon. The marriage between petitioner no. 1 (husband) and respondent no. 2 (wife/complainant) stands dissolved on 23.05.2026 by decree of divorce by mutual consent. A bank draft for Rs. 3,50,000/- has been handed over during the course of the hearing to respondent no. 2 (wife/complainant). A sum of Rs. 3,50,000/- has already been paid during the time of the first motion. As such, the entire settlement amount of Rs. 7,00,000/- stands paid in full, and the same is confirmed by respondent no. 2 (wife/complainant);

c. The respondent no. 2 (wife/complainant), as noted above, categorically stated in the Court that the settlement is voluntary and she does not wish to pursue the case. The parties have amicably resolved the matter and wish to move on; and

d. In the circumstances, the chances of conviction are remote and continuing the prosecution would only keep the parties embroiled in litigation without any useful purpose.

8. 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***

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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.*"

(emphasis supplied)

9. 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*

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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.
While exercising the power the High Court is to form an opinion on either of the aforesaid two objectives.

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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)

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

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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*."*

(emphasis supplied)

11. The Supreme Court in ***Navneesh Aggarwal v. State of Haryana,*** **2025 SCC OnLine SC 1680**, while quashing an FIR under Sections 498A/406 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)

12. A Coordinate Bench of this Court in ***Shamsher Singh v. State,*** **2026**

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SCC OnLine Del 7626, relying upon ***Gian Singh (supra)*** and ***Narinder Singh (supra)***, quashed an FIR registered under Section 498A of the IPC and Section 4 of the Dowry Prohibition Act, 1961, after making the following observations:

> "*17. Considering the law laid down by the Supreme Court, and in view of the said Settlement agreement between the parties, no fruitful purpose would be served in allowing the proceedings to continue any further, and the same would only lead to the waste of precious judicial time and resources.*
> *18. Further, Petitioner 1 and Respondent 2 have already divorced by mutual consent. Therefore, it would be in the interest of justice that the parties lead a peaceful and settled life, especially, in view of the fact that they have already amicably settled all the disputes.*
> *19. It is noted that Respondent 2 has expressed her desire not to pursue the proceedings any further.*
> *20. It is to be seen that the FIR does not pertain to any heinous crime or any other crime pertaining to public interest.*
> *21. In case the present proceedings are allowed to continue, it would only perpetuate hostility between the parties.*"

13. Considering the facts and circumstances, there is no impediment in allowing the present petition. Accordingly, in view of the joint request of the parties, and considering the law laid down in the aforesaid judgments, the present petition is allowed.

14. FIR No. 498/2025, dated 25.10.2025, registered at P.S. K.N. Katju Marg, Rohini District, Delhi, under Sections 85/316(2)/3(5)/115(2) of the Bharatiya Nyaya Sanhita, 2023 and Section 4 of the Dowry Prohibition Act, 1961, and all proceedings emanating therefrom, *qua* all the petitioners, stand quashed.

15. The present petition, along with the pending application, stands disposed of in the above terms.

NOVEMBER 17, 2026/r,vk **SACHIN DATTA, J**

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