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

**%** ***Date of Decision : 19.11.2026***

\# **CNR No.DLHC010524682026**

\+ **CRL.M.C. 8154/2026, CRL.M.A.34213/2026**

SUMIT KUMAR & ORS. .....Petitioners

Through: Mr. Anirudh Yadav and Mr. Himanshu Nagarwal, Advs.

versus

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

Through: Mr. Hemant Mehla, APP for State along with Mohd. Naved and Mr. Mayank Chaudhary, Advs. SI Chanchal, PS PP Pura.
IO / SI Aaruchi, PS Shaheen Bagh.

**CORAM:**
**HON'BLE MR. JUSTICE SACHIN DATTA**

**SACHIN DATTA, J. (*ORAL*)**

1. The present petition has been filed under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (hereinafter 'BNSS') seeking quashing of FIR No. 195/2024 dated 10.05.2024 registered under Sections 498A/406/34 of the Indian Penal Code, 1860 (hereinafter 'IPC') at P.S. Pul Prahlad Pur, District South-East, Delhi, and all proceedings emanating therefrom, on the basis of a settlement arrived at between the petitioners and the respondent no.2.

2. The petitioner no.1 and the respondent no.2 were married on 15.11.2021 according to Hindu rites and ceremonies. No child was born out of the wedlock. The petitioner no.2 is the mother of the petitioner no.1, and the petitioners no.3 to 5 are his sisters.

3. The subject FIR was registered on the complaint of the respondent no.2, alleging that the petitioners had subjected her to cruelty and harassment in

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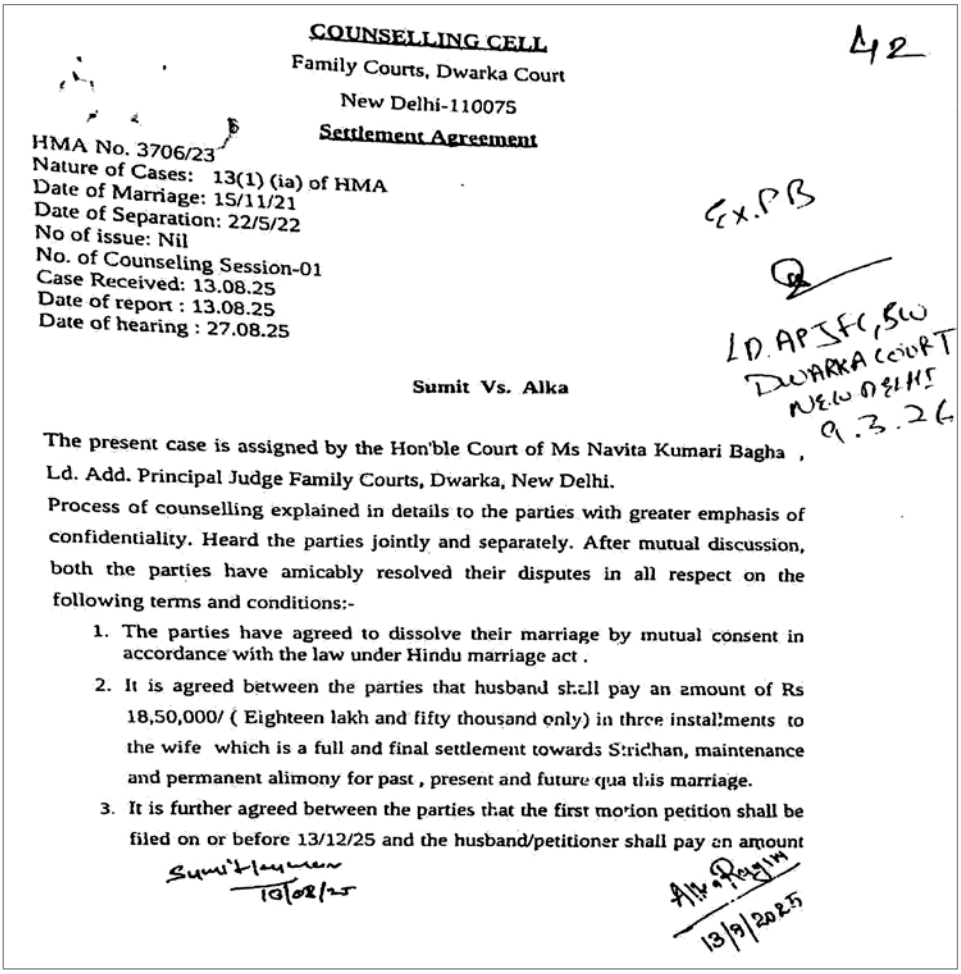
connection with demands for dowry, and in respect of her stridhan. Upon completion of investigation, a chargesheet under Sections 498A/406/506/34 IPC has been filed against the petitioners no.1 to 3; the petitioners no.4 and 5 have been placed in column no.12 of the chargesheet. chargesheet has been filed, the matter is pending before the Court of the learned JMFC, South-East District, Saket Courts, New Delhi, and charges are yet to be framed.

4. It is stated that the disputes between the parties were amicably resolved in terms of a Settlement Agreement dated 13.08.2025, arrived at before the Counselling Cell, Family Courts, Dwarka, New Delhi, in HMA No. 3706/2023. A certified copy of the said Settlement Agreement has been filed as Annexure C to the petition, and the same is reproduced hereunder:



**COUNSELLING CELL**
Family Courts, Dwarka Court
New Delhi-110075
**Settlement Agreement**

HMA No. 3706/23
Nature of Cases: 13(1) (ia) of HMA
Date of Marriage: 15/11/21
Date of Separation: 22/5/22
No of issue: Nil
No. of Counseling Session-01
Case Received: 13.08.25
Date of report : 13.08.25
Date of hearing : 27.08.25

**Sumit Vs. Alka**

The present case is assigned by the Hon'ble Court of Ms Navita Kumari Bagha , Ld. Add. Principal Judge Family Courts, Dwarka, New Delhi.

Process of counselling explained in details to the parties with greater emphasis of confidentiality. Heard the parties jointly and separately. After mutual discussion, both the parties have amicably resolved their disputes in all respect on the following terms and conditions:-

1. The parties have agreed to dissolve their marriage by mutual consent in accordance with the law under Hindu marriage act .
2. It is agreed between the parties that husband shall pay an amount of Rs 18,50,000/ ( Eighteen lakh and fifty thousand only) in three installments to the wife which is a full and final settlement towards Stridhan, maintenance and permanent alimony for past , present and future qua this marriage.
3. It is further agreed between the parties that the first motion petition shall be filed on or before 13/12/25 and the husband/petitioner shall pay an amount

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of Rs 10,00,000/ ( Ten lakh only) as first installment to the wife in the form of DD at the time of statements of first motion.

4. It is agreed between the parties that the second motion petition shall be filed after expiry of statutory period/ as per provision applicable as per law and husband/ petitioner shall pay an amount of Rs 400,000 ( Four lakh only) to the wife as second installment in the form of DD at the time of statements of second motion.

5. It is agreed between the parties that the the husband shall withdraw the case of divorce pending in the court of Ld Judge , Ms. Navita Kumari Bagha , family court , Dwarka and wife shall withdraw the case of Domestic Violence as well as execution pending in the court of Ld MM Ms Vaishali Singh , District court , Dwarka with respect to this settlement agreement. ( All cases and complaints/petitions/ applications , pending ( if any)shall be withdrawn after the first motion and before the second motion).

6. It is agreed between the parties that both the parties shall approach the Hon'ble High Court of Delhi in quashing the matter bearing FIR no 195/24 at PS Pul prahaladpur u/s 498A/406/34IPC/506 within one month of obtaining the decree of divorce and the husband shall pay an amount of Rs 4,50,000/( Four lakh fifty thousand only) as the third and last installment at the time of statement quashing of FIR.

7. It is agreed between the parties that if either of the parties commits breach or default of this mutually agreed settlement after the first motion i.e., if respondent /wife refuses to comply with the terms of the present settlement or in case of a breach, then the amount taken by her shall be returned to petitioner/husband with 2% interest per month and if in case petitioner /husband commits a breach of the present settlement, then the amount given by him shall be forfeited in favor of respondent/wife.

8. It is agreed between the parties that they have understood the settlement in vernacular and are signing this agreement without any force or coercion.

9. It is agreed between the parties that they shall remain bound with the aforesaid terms and conditions as mentioned in the settlement.

Sunil Kumar 12/08/25

Abha Rogini 12/8/2025

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10. The parties have agreed on each and every terms as recorded in the settlement agreement after carefully reading over and fully understanding and appreciating the contents, scope and effect thereof, as also the consequences of the breach thereof.

11. The terms and condition mentioned in this agreement have been understood in vernacular and the above said settlement is arrived at between the parties out their own free will, violation and consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (both of law and facts), in any form whatsoever and the parties agreed that the settlement / agreement has been correctly recorded as per the agreed terms and condition

The parties will appear before the concerned Hon'ble Court i.e. on 27/8/25

Sign of petitioner

I identify the petitioner

D/2108/21

Proxy Counsel for Adv. Anirudh Yadav.

NIVEDITA SHARMA
Principal Counsellor,
Family Court,
South West District, Dwarka
Delhi

13/8/25

Nivedita
Principal Counsellor

13/8/2025

sign of respondent

Father → 13/8/25

I identified the Respondent.

Sudhir Tewatia
D/3332/12

Office of The Principal Judge Family Court,
South West, Dwarka, New Delhi
Certified To Be True Copy

Examiner
Family Court
Dwarka, New Delhi

Date
Authorised
Section 78 of the
Indian Evidence Act. 1973

5. In terms of the said Settlement Agreement, *inter alia*, the petitioner

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no.1 and the respondent no.2 agreed to dissolve their marriage by mutual consent, and the petitioner no.1 agreed to pay to the respondent no.2 a sum of Rs.18,50,000/- as full and final settlement towards stridhan, maintenance and permanent alimony, in three instalments, viz. Rs.10,00,000/- at the time of recording of statements in the first motion; Rs.4,00,000/- at the time of recording of statements in the second motion; and Rs.4,50,000/- as the third and last instalment at the time of recording of statement for quashing of the subject FIR. The parties also agreed to withdraw the other proceedings pending between them, and to approach this Court for quashing of the subject FIR within one month of obtaining the decree of divorce.

6. Pursuant to the said settlement, the first motion petition for divorce by mutual consent was allowed on 15.12.2025. Thereafter, by order dated 09.03.2026 passed in HMA No. 534/2026, the learned Additional Principal Judge, Family Court, South-West, Dwarka, New Delhi allowed the second motion petition under Section 13-B(2) of the Hindu Marriage Act, 1955, and the marriage between the petitioner no.1 and the respondent no.2 has been dissolved by a decree of divorce by mutual consent with effect from 09.03.2026. The said order also records that the respondent no.2 received a demand draft of Rs.4,00,000/- on that date. It is stated in the petition that the petitioner no.1 has thus paid Rs.14,00,000/- in two instalments, and that the other proceedings between the parties, i.e. HMA No. 3706/2023, the complaint under the Protection of Women from Domestic Violence Act, 2005 bearing MC No. 673/2023, and Ex. Crl. No.91/2025, have been withdrawn.

7. The respondent no.2 is present in Court today. She has been duly identified by the IO.

8. The respondent no.2 confirms the factum of the aforesaid settlement

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agreement. Today, a bank draft of Rs.4,50,000/- has been handed over to the respondent no.2 during the course of hearing. She confirms the receipt of the same. She also reiterates that she is not desirous of pursuing her complaint/prosecution and requests that subject FIR be quashed.

9. In ***Gian Singh v. State of Punjab and Another***, (2012) 10 SCC 303, the Supreme Court held as under:

> *"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*

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*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."*

10. The aforesaid principles were reiterated by the Supreme Court in ***Narinder Singh and Others v. State of Punjab and Another***, (2014) 6 SCC 466, wherein it was 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*

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*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."*

11. In the present case, the dispute between the parties is matrimonial in nature and the wrong alleged is essentially private and personal. The offences in question do not fall in the category of heinous or serious offences having a serious impact on society, as contemplated in ***Gian Singh*** (supra) and ***Narinder Singh*** (supra). The marriage between the petitioner no.1 and the respondent no.2 already stands dissolved by a decree of divorce by mutual consent, and the parties have resolved all their disputes in terms of the Settlement Agreement dated 13.08.2025. The amount of Rs.4,50,000/- received by the respondent no.2 today is the third and last instalment payable under the said settlement. The respondent no.2 has appeared before this Court, confirmed the settlement and stated that she does not wish to pursue the prosecution. Although the chargesheet has been filed, charges are yet to be framed.

12. In these circumstances, since the respondent no.2, who is the complainant, does not wish to pursue the matter, the possibility of conviction is remote. No useful purpose would be served by continuing the criminal proceedings, which would only cause oppression and prejudice to the

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petitioners. Quashing of the proceedings would secure the ends of justice and would be inconsonance with the dicta laid down in the aforesaid judgments.

13. Accordingly, FIR No. 195/2024 dated 10.05.2024 registered under Sections 498A/406/34 IPC at PS Pul Prahlad Pur, and all proceedings emanating therefrom, including the chargesheet filed under Sections 498A/406/506/34 IPC, are quashed.

14. The petition is disposed of in the above terms. The pending application also stands disposed of.

**SACHIN DATTA, J**

**NOVEMBER 19, 2026/***at/nb*

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