



2026:DHC:8575



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IN THE HIGH COURT OF DELHI AT NEW DELHI

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Date of Decision: 29.09.2026

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CNR No.DLHC010101462026

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CRL.M.C. 1990/2026

GIRDHARI LAL

.....Petitioner

Through: Mr. Vinay Duggal, Adv. (through VC).

versus

STATE NCT OF DELHI AND ANR

.....Respondents

Through: Mr. Hemant Mehla, APP for the State along with Mr. Mohd. Naved and Mr. Mayank Choudhary, Advs.
Mr. M. K. Perwez, Adv. for R-2.
SI Himanshi, PS Uttam Nagar.**CORAM:****HON'BLE MR. JUSTICE SACHIN DATTA****SACHIN DATTA, J. (ORAL)**

1. The present petition seeks quashing of FIR No. 25 of 2016 registered under Section 498A/406 of the Indian Penal Code (IPC), 1860, at Police Station Uttam Nagar (West), Delhi, on the basis of a settlement arrived at between the parties. The same has been recorded by the Counselling Cell of the concerned Family Courts and has been appended as Annexure-B to the present petition. The same reads as under:

COUNSELLING CELL**FAMILY COURTS****SETTLEMENT**

Nature of Case: Execution
Case No 175/21 , 32/23
No. of Counseling Session: 02
Case Received: 24/10/2024
Date of Report: 14/11/2024
Next Date of Hearing: 20/12/24

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Tulsi Vs. Girdhari lal

The present case is assigned by the Court of Sh. Vipin Kumar Rai , Ld. Add. Principal Judge, Family Court, Dwarka, New Delhi..

Process of counseling explained in detail to the parties with greater emphasis of confidentiality. Heard the parties jointly and separately. They have agreed to settle their matter under following terms and conditions:-

1. The parties have agreed to dissolve their marriage by mutual consent in accordance with the law, as provided under Section 13 (B) of the Hindu Marriage Act.

2 It is agreed between the parties that husband / respondent shall pay to the wife/petitioner a sum of Rs.9,00,000/- (Rupees Nine lakh Only) in three installments as full & final settlement (against stridhan and dowry, maintenance towards past, present and future qua this marriage) .

3. It is further agreed between the parties that out of the total settlement amount, the husband/ respondent will pay Rs. 3,00,000/-(Rupees Three

Lakh Only) to the wife/ petitioner at the time of recording of the statement during first motion.

4. It is further agreed between the parties that husband/respondent will pay Rs.300,000 /-(Rupees Three lakh only) to the wife/petitioner at the time of recording of statement of parties during second motion in form of DD.

6. It is further agreed between the parties that the first motion petition shall be filed on or before 30/11/2024 and second motion petition shall be filed after the completion of the statutory period / or as per the provisions of law applicable.

7. It is further agreed between the parties that wife will withdraw the Execution case which is pending in the Court of Sh.Vipin Kumar Rai, Ld.Add. Principal Judge, Family Court, Dwarka as well as Domestic Violence case pending in the court of Ld MM Ms Kritika Jain , District Court Dwarka , New Delhi at the time of recording of statement of first motion. (cases shall be withdrawn after the first motion and before the second motion)



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8. It is agreed between the parties that the petitioner/Wife shall also cooperate in quashing the matter bearing FIR No 25/16 , PS Uttam Nagar , under sections 498-A /406/34 IPC, which shall be filed by the husband and at the time of quashing of the above-mentioned FIR, the husband shall pay the last installment of Rs. 300,000/- (Three lakh Only) to the wife petitioner at the time of quashing of FIR.

8. There is a minor daughter namely Payal aged about 15 years and a son named David aged about 13 years .It is agreed among the parties that the sole custody of children will remain with petitioner/mother as mutually decided by both the parties. The father has

visitation right to meet with children once in a year at a mutually agreed place and time.

9. It is agreed between the parties that they have understood the terms and conditions of the settlement in vernacular.

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

11. 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 at any time of future in any Court of law/Police Station etc.

12. The above settlement is with respect to all claims of wife past, present and future alimony stridhan, maintenance, pending amount of maintenance, articles, property etc. and neither she nor her relatives shall claim anything from husband or his family members in future for herself .

13. It is agreed between if the petitioner /wife backs out, the amount taken by her at the time of first motion shall be returned to respondent /husband with 2 % interest per month and if respondent/husband backs out, the amount given by him to the petitioner/wife at the time of first motion shall stand forfeited.

14. 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, including payment of the fine/penalty as mentioned above.



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

2. It is confirmed by the complainant that the settlement amount of Rs.9,00,000/- has been received by her. It is submitted by the petitioner and the respondent no.2 that their *inter-se* disputes, being private in nature, have been compromised in terms of the settlement arrived at before the Counselling Cell, Family Courts.
3. Accordingly, it is jointly requested that FIR No. 25 of 2016 be quashed.
4. The Investigating Officer (IO) has identified the parties.
5. Learned APP for the State does not oppose the present petition.
6. Accordingly, at joint request and considering the dicta laid down in ***Gian Singh v. State of Punjab***, (2012) 10 SCC 303, the present petition is allowed; FIR No.25 of 2016 registered under Section 498A/406 of IPC at P.S. Uttam Nagar (West), Delhi and all proceedings emanating therefrom, are quashed.
7. The present petition stands disposed of in the above terms.

SACHIN DATTA, J

SEPTEMBER 29, 2026/r

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