



2026:DHC:8657



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* IN THE HIGH COURT OF DELHI AT NEW DELHI

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Date of Decision : 29.09.2026

CNR No.DLHC010306992026

+ CRL.M.C. 4947/2026, Crl.M.A. 20732/2026

SATISH KUMAR & ORS.

.....Petitioners

Through: Mr. Yash Narain, Ms. Suramya
Srivastava, Mr. Shantanu Narain,
Advts. along with Mr. Satish Kumar
(P-1 In Person) and Mrs. Long Shree
(P-3) In Person

versus

STATE GOVT. OF NCT OF DELHI AND ANR.Respondents

Through: SI Akash Singh (P.S. Laxmi Nagar)

CORAM:**HON'BLE MR. JUSTICE SACHIN DATTA****SACHIN DATTA, J. (ORAL)**

1. The petitioner seeks quashing of FIR No. 0560/2018 registered at P.S. Shakarpur, under Sections 498A/406/34 of the Indian Penal Code, 1860. The prosecution arose from matrimonial relationship between the petitioner no.1 and the respondent no.2.
2. The petitioner no.1 and the respondent no.2 have entered into a Settlement Deed dated 05.10.2024. The aforesaid settlement agreement has been appended as Annexure P-4 to the present petition; the true typed copy of the same reads as under:-

SETTLEMENT DEED

This Settlement Deed is made and executed on 05.10.2024 at Delhi, by and
between:



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Dulari Kumari @ Mamta D/o Sh, Bishamber Dayal W/o

Sh. Satish Kumar aged about 35 years, R/o Ho. No. J - 34, B, Gali No.5, Lakshmi Nagar, East Delhi-110092, Mobile No. 9582303011 Aadhar Card No. 341199808318 hereinafter referred to as the "Wife, "
First Party.

And

Satish Kumar S/o Sh. Soran Singh aged about 38 years, R/o Ho. No...434, Sector -1, Vasundhara, Ghaziabad, Uttar Pradesh, Mobile No. 9958135163 Aadhar Card No. 907303005761 hereinafter referred to as the "Husband"
Second Party.

WHEREAS the parties hereto were lawfully married to each other on 22.11.2015 at Delhi, as per the Hindu customs, rites & rituals followed in their society in the presence of families of both the sides, their relatives & other local residents and it is important to note there that the marriage was consummated there no children was born out from the said wedlock.

Whereas, due to some temperamental differences and incompatibility arose between them, both the parties could not adjust with each other and have been living separately since 18.08.2016 and efforts & attempts were made by the friends and relatives for reconciliation and to resumption of the marital relationship but it could not be successful due to the ideological differences in temperament which has rendered normal married life impractical and impossible the marriage has broken down irretrievably so dissolve their marriage.



Whereas it has been agreed between the parties hereto to settle all the claims, rights, and obligations arising out of the said marriage and in full and final settlement hereof, the Second party/Husband agrees to pay a lump sum amount of Rs. 10,00,000/- (Rupees Ten Lakh Only) to the First Party Wife, and the First party/Wife agrees to accept the same in lieu of her claims and demands on the Second party/Husband;

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. That the Second Party/Husband agrees to pay a lump sum amount of Rs. 10,00,000/- (Rupees Ten Lakh Only) to the Wife by way of DD/Cash towards full and final settlement including Stridhan, Gift/Dowry Articles, maintenance (Past, present and future arrears,) and all her claims arising out of the present marriage, which shall be paid as per below schedule:
 - i) 1st Instalment of Rs. 5,00,000/- (Rs. Five Lakh only) at the time of presenting and recording of statement of first motion petition under section 13 B (I) HMA before the Hon'ble judge family Court, KKD and the same petition be filed on or before 15.10.2024 mutually.
 - ii) 2nd instalment of Rs. 5,00,000/- (Rs. Five Lakh Only) at the time of recording of joint statement of both the parties before the Hon'ble Judge Family Court on the presentation of second motion petition under section 13 B(II) HMA mutually within the time prescribed by law or before with the permission of the Hon'ble Court.
2. That upon receipt of the said sum, the First party/wife hereby irrevocably releases and discharges the Second party/Husband from all claims, rights, demands, and obligations, whether present or future, arising out of the said marriage or otherwise.



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3. It is further agreed between the parties that the first party/wife shall not claim any Stridhan, maintenance (past, present, future) nor she claim any right title or interest in the properties of both movable and immovable of the Second party/husband.
4. That the First party/wife hereby agrees that after the receipt of the said amount, she shall have no right, title, or interest in any property, movable or immovable, belonging to the Second party/Husband.
5. That it is further agreed between the parties that both the parties shall withdraw all the cases & complaints filed or pending against each other from the respected Hon'ble Courts, police stations and concerned authorities, if any.
6. That both the parties hereby declare that they have no claims or demands against each other, either jointly or severally, except as provided in this Deed.
7. It is further agreed between the parties that they have understood the terms and conditions of the settlement in vernacular.
8. That it is further agreed both the parties that they shall not file any other cases, complaints, petitions, execution application etc. against each other at any time in future in any court of law and both the parties here by agree to abide by present settlement as having been reached without any undue influence, pressure or coercion.
9. It is agreed between the parties that in the event of failure of the compliance of present settlement, both the parties shall be liberty to seek revival and pursue their respective cases/remedies under law which includes proceedings.



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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. That the above said settlement between the parties has been arrived at out of their free will, volition and consent and without any force, pressure, undue influence, coercion or mistake/misrepresentation (both of law and fact) from any quarter whatsoever and the parties have signed the present settlement after being explained the content of the settlement in vernacular.

3. It can be seen that the aforesaid settlement deed contemplates payment of Rs. 10,00,000/- to the respondent no.2 in two instalments. The respondent no.2, identified by the Investigation Officer (I.O.) confirms that the agreed amount has been received and that she has no surviving claims against the petitioner.

4. The petitioner no.2 has expired during the pendency of the present proceedings. The petitioner no.1 and the petitioner no.3 are present in Court and have also been identified by the Investigation Officer (I.O.).

5. In terms of the dicta laid down by the Supreme Court in *in Gian Singh v. State of Punjab, (2012) 10 SCC 303; and Narinder Singh v. State of Punjab, (2014) 6 SCC 466*, there is no impediment in acceding to the joint request of the petitioners and the respondent no.2, for quashing of the FIR No. 0560/2018 and all proceedings emanating therefrom.

6. Consequently, the present petition is allowed; FIR No. 0560/2018 and the proceedings emanating therefrom are quashed.

SEPTEMBER 29, 2026/uk

SACHIN DATTA, J