



2026:DHC:8660



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* IN THE HIGH COURT OF DELHI AT NEW DELHI
% Date of Decision: 30.09.2026

CNR No.DLHC010315352026

+ CRL.M.C. 5040/2026

ANURAG

.....Petitioner

Through: Mr. Nikhil Kumar, Mr. Deepanshu
Negi and Mr. Rishi Raj Chauhan,
Advocates.

versus

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

Through: Mr. Hemant Mehla, APP for the State
along with Mr. Mohd. Naved and Mr.
Mayank Choudhary, Advs.
Mr. Rohit Sangwan, Ms. K. S. Salini
and Mr. Pankaj Parkash Shukla, Advs.
for R-2.
SI Pinki Dahiya, PS Civil Lines and
HC Rahul PS Subzi Mandi.

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

1. The petitioner seeks quashing of FIR No.0183/2023 dated 29.05.2023 registered under Sections 354/354(A) of the Indian Penal Code, 1860, (IPC) at Police Station Civil Lines, on the basis of a settlement agreement dated 23.05.2026.
2. The said settlement deed/ memorandum of understanding, appended as Annexure P-4 to the present petition, reads as under:

WHEREAS, due to misunderstanding between first party and the second party, the complaint was made by first party i.e. Nutan Kumari and the same was registered bearing FIR No. 0183/2023, under section 354 & 354A the SECOND PARTY i.e. Anurag.

Whereas, apart from the above said, under section 354 & 354A, no other case of any type is pending between the parties.

AND WHEREAS the First and Second Party are agreed to settle their disputes and misunderstanding with each other amicably.



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AND WHEREAS, the both parties have agreed to settle their disputes misunderstanding and differences amicably between themselves without any force, coercion, undue influence etc. from any corner out of their own free and sweet will, with the intervention of common friends, family members, relatives, well-wishers and other respectable members of the society and also considering that the parties have their whole life ahead of them and pendency of the above mentioned FIR would only pose as a hurdle in leading peaceful life and the stress of pendency of the

abovementioned FIR would be constant source of stress for both the parties.

AND WHEREAS in view of the above both the parties to the present agreement have decided to settle all their disputes and reduce the terms of settlement in writing by executing the present Memorandum of Understanding/Settlement Deed just to maintain the peace and harmony in the society.

**NOW THE DEED WITNESSETH THAT It IS HEREBY
AGREED AS FOLLOWS:**

1. That both the parties have agreed that they would jointly approach the Hon'ble High Court of Delhi by way of quashing petition and the First Party would give their respective no objection statement and affidavits/undertakings before the Court and would also appear before the Hon'ble High Court for making necessary statements at the time of hearing of the quashing petition,
2. That First and Second parties shall approach the Hon'ble High Court of Delhi for quashing, under section 354 & 354A within a period of 30 days.
3. That none of the parties shall not claim any compensation of any kind from each other for getting FIR quashed.



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4. That it is also agreed between all the parties that after signing the present Settlement Deed/M.O.U all the parties to the agreement shall not file any civil or criminal proceedings against each other before any court of law/forum/authority.
5. That both the parties undertake to abide by the terms elaborated in this Settlement Deed/M.O.U. That with this Settlement Deed/M.O.U now there shall remain no more dispute, differences, claim or counter claims among all the parties to the agreement and parties shall take necessary steps and actions to implement this Settlement Deed M.O.U in its letter and spirit.
6. That both the parties would remain bound by the clauses of the present Settlement Deed/M.O.U. and the respective statements made by them before the Hon'ble High Court of Delhi with regards to settlement of their disputes against each other in all respect:
7. That both the parties shall be bound by the contents of this deed and cooperate with each other in quashing of the FIR in question and shall not move any complaint against each other in future regarding the dispute mentioned in the FIR in question.
8. That this settlement Deed/M.O.U. as been executed voluntarily by both the parties amicably on their own free will and accord without any pressure, inducement, force, compulsion, or threat whatsoever.
9. That both the parties to this Settlement Deed/M.O.U. are of sound health and mind. They understand all the pros and cons of their acts, conducts, and its connected implications.



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10. It is agreed between the parties that they have understood the terms and condition of the settlements in vernacular.

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

12. That the matters related to this FIR are settled and neither of the parties nor their relatives shall may 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.

13. That it has been mutually agreed between the parties that in the event either party commits any breach, violation, or default of the terms and conditions of the present settlement, the defaulting party shall be liable to pay a sum of Rs.

1,00,000/- (Rupees One Lakh Only) to the aggrieved party as damages/penalty arising out of such breach.

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.

15. The terms and condition mentioned in this agreement have been understood in vernacular. The above settlement is arrived at between the parties out their own free will 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 Deed/M.O.U. has been correctly recorded as per the agreed terms and condition

IN WITNESS WHEREOF, the parties hands on all pages of this Deed, on this 23rd day of May, 2026.



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3. The petitioner, as also the complainant has filed affidavits in support of the present petition. In the said affidavits, it has been clearly stated that the parties have settled their *inter se* disputes.
4. The memorandum of understanding/settlement deed itself records that the allegations in the FIR were premised on a misunderstanding. This has been so noted in the very first recital of the said memorandum of understanding/settlement deed. Although the allegation, *inter alia*, under Section 354 IPC was, concededly, an offshoot of an essentially private dispute, and would not fall within the class of offences which the Supreme Court has placed beyond settlement.
5. Considering that it is the common case of the parties that the FIR No.0183/2023 is premised on a misunderstanding, and taking note of the dicta laid down by the Supreme Court in **Shiji v. Radhika**, (2011) 10 SCC 705, and **Gian Singh v. State of Punjab**, (2012) 10 SCC 303, this Court finds no impediment in acceding to the prayer for quashing of the FIR No.0183/2023.
6. During the course of hearing, the complainant reiterates that there was a misunderstanding and now that the petitioner has apologized to the complainant, she, therefore, is not desirous of pursuing the matter.
7. Considering the circumstances, the present petition is allowed. Accordingly, FIR No.0183/2023 dated 29.05.2023 registered under Section 354/354(A) IPC, at Police Station Civil Lines and all consequential proceedings emanating therefrom, are quashed.
8. The present petition stands disposed of in the above terms.

SACHIN DATTA, J

SEPTEMBER 30, 2026, ss