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

% **Date of Decision: 13<sup>th</sup> July, 2026**

+ CONT.CAS(C) 855/2022 & CM APPL. 35889/2022, CM APPL. 53328/2022, CM APPL. 5627/2026, CM APPL. 43000/2026

GARIMA DAWER

.....Petitioner

Through: Ms. Shikha Sapra, Advocate  
(M:9818055059)

versus

PANKAJ CHOUDHARY

.....Respondent

Through: Mr. Ram Sharma, Advocate

**CORAM:**

**HON'BLE MS. JUSTICE MINI PUSHKARNA**

**MINI PUSHKARNA, J (ORAL):**

1. Learned counsel for the petitioner submits that an application being *CM APPL. 43000/2026*, has been filed for placing on record an additional document, i.e., Settlement Agreement dated 05<sup>th</sup> June, 2026, as entered between the parties before the Delhi Mediation Centre, Tis Hazari Courts, Delhi, has been placed on record.
2. The terms of the aforesaid Settlement Agreement dated 05<sup>th</sup> June, 2026, entered into between the parties, read as under:



6. **Compoundable/ non-compoundable offences :**

It is made clear that section 406 IPC only which is compoundable one with the permission of the court while as regard sections 498A IPC which is being non compoundable, parties state that they shall approach the appropriate forum.

It is also made clear to the parties that the present settlement is subject to outcome of the quashing petition, which shall be as per merits of the case itself and this settlement does not confer a right thereto. It is also made clear to the parties that payment of money, if any, under this settlement does not confer any right upon aggrieved party to seek quashing of aforesaid FIR involving non-compoundable offences. It is further made clear to the parties that co-operation by the complainant or appearance of the complainant before the Hon'ble High Court for the purpose of quashing of FIR does not, as a matter of right, confer a right on the accused persons/respondents to seek quashing of FIR as it is discretion of Hon'ble High Court to consider the quashing petition depending upon facts and circumstances of each case. It has been clearly explained to the parties that FIR

involving non compoundable offences, depending on the facts and circumstances of each case, may or may not be quashed by the Hon'ble High Court. In this regard, parties have been apprised of recent judgment of Hon'ble High Court of Delhi passed in CrI.M.C. 5720/2023 titled as **Abhishek @ Love & Ors Vs. The State of NCT of Delhi & Ors.** The parties have also been apprised of judgment passed by Hon'ble High Court of Delhi in CrI. MC No. 4286/2019 titled as **Vinod Kumar & Ors. Vs. State (Govt. of NCT of Delhi) & Ors**, decided on 27.01.2020 pertaining to quashing of the FIR under section 482 Cr. PC.

It is further made clear to the parties that this settlement is also subject to the satisfaction of Ld. Referral Court.

7. **Terms & Schedule of Settlement**

During the proceedings, the parties agreed to settle their all disputes in the Mediation Centre. Now, the parties have settled their all disputes on the following terms and conditions :-

- i) It has been agreed that both the parties shall abide by all the terms and conditions encapsulated in settlement agreement dated 08.07.2021.
- (ii) It has been agreed that accused Sh. Pankaj Chaudhary @ Rahul shall never visit or enter loiter around the house of the complainant or her family members. Further, it is agreed that Sh. Pankaj Chaudhary @ Rahul shall not enter the block/near the house of Garima Dawer or her family members except in order to



pick-up and drop the minor child Raina Chaudhary from outside the block. Further, Sh. Pankaj Chaudhary shall not commit any acts of violence, abuse, threaten etc. upon Ms. Garima Dawer or her family members.

iii) It has been agreed between the parties that Sh. Pankaj Chaudhary shall be responsible to satisfy the decree/contest the same obtained by Sh. Jitender Sahni and wife Smt. Simmi Sahni in case bearing CV DJ No. 81/2020 and execution thereof, if he presses so. Sh. Pankaj Chaudhary @ Rahul undertakes that at all times shall indemnify Ms. Garima Dawer and their daughter Ms. Raina Chaudhary of any/all liability including interest etc. arising out of the said civil suit and decree passed therein.

iv) It has been agreed between the parties that Sh. Pankaj Chaudhary shall appear in person and give statement before Hon'ble High Court of Delhi in RFA No. 483/2022 and in Contempt case No. 855/2022 on all hearing dates fixed.

8. **Withdrawal**

That Ms. Garima Dawer shall withdraw in accordance with law, the above-mentioned cases filed by her before the Ld. Courts concerned on or before 31.07.2026 except HMA DJ No. 13/2026, which shall be withdrawn on the date fixed i.e. 29.09.2026.

It has also been agreed between the parties that Ms. Garima Dawer shall give her consent and cooperate for compounding of offences in respect of FIR No.

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133/2019, PS Patel Nagar, New Delhi.

That the parties shall approach Hon'ble High Court for quashing of the above said **FIR No.19/2021, u/s. 498A/406 IPC against the abovesaid accused namely Sh. Pankaj Chaudhary @ Rahul**. The petition for quashing of the FIR shall be moved by the accused on or before 31.07.2026. The Ms. Garima Dawer shall cooperate to give statement, filing of affidavit/ NOC and casting her appearance before concerned Hon'ble High Court at the time of quashing of the said FIR against the above said accused.

9. **Breach:**

That in case of default from either side in carrying out the terms of this settlement, he/she shall be liable to pay a sum of Rs. 2,00,000/- by way of penalty/compensation to the other side. It is agreed between both the parties that in violation/non-compliance of this agreement, both the parties shall be at liberty to invoke contempt jurisdiction in accordance with law including right to avail available legal remedies.

10. That the parties have gone through the terms herein before recorded and have confirmed and verified the same to be correct and that they are going to sign it without any threat, pressure, coercion or undue influence from any quarter. Both the sides undertake to abide by the terms & conditions mentioned hereinabove.

xxx xxx xxx”

3. The respondent appears in person before this Court, and undertakes that he shall abide by the terms and conditions of the Settlement Agreement dated 05<sup>th</sup> June, 2026.
4. The aforesaid undertaking is noted, and respondent is held bound by the same.
5. Both the parties shall abide by the terms and conditions of the Settlement Agreement, as entered between them.
6. Needless to state, in case, the petitioner is aggrieved by any non-compliance of any terms and conditions of the Settlement, she has liberty to



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revive the present petition or seek remedies in accordance with law.

7. Noting the aforesaid, the present petition, is disposed of, along with the pending applications.

**JULY 13, 2026/au**

**MINI PUSHKARNA, J**