



2026:DHC:9299



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% **Date of Decision: 13th October, 2026**# **CNR No. DLHC010413492026**+ **W.P.(CRL) 2686/2026, CRL.M.A. 27174/2026****ABHISHEK KUMAR AND ORS.** PetitionersThrough: Mr. Mohd. Fuzail Khan, Ms. Shisba
Chawla and Mr. Waqir Ahmed, Advs.

versus

THE STATE (NCT OF DELHI) AND ANR. RespondentsThrough: Mr. Sanjay Lao, Sr. Adv. with Mr.
Sunil Kumar Gautam, APP, Mr.
Abhinav Kumar, Adv. and Mr. Aryan
Sachdeva, Adv.
W/SI Neha, PS VK South
Mr. A.K. Pathak, Adv. for R-2**CORAM:****HON'BLE MS. JUSTICE MINI PUSHKARNA****MINI PUSHKARNA, J. (Oral):**

1. The present writ petition has been filed under Article 226 of the Constitution of India, 1950 ("Constitution") read with Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 ("BNSS"), corresponding to Section 482 of the Code of Criminal Procedure, 1973 ("CrPC"), seeking quashing of the First Information Report ("FIR"), being *FIR No. 0389/2023* dated 18th July, 2023, registered at Police Station ("PS") Vasant Kunj South, South West District, Delhi, under Sections 406/498A/34 of the Indian Penal Code, 1860 ("IPC"), and all consequential proceedings emanating



therefrom, on the ground of settlement between the parties.

2. Issue Notice.

3. Notice is accepted by the learned Additional Public Prosecutor (“APP”) for the State as well as by the learned counsel appearing for respondent no. 2.

4. The parties, i.e., the petitioners as well as respondent no. 2 are present before this Court, and are duly identified by their respective counsels as well as by the Investigating Officer (“IO”), who is also present before this Court.

5. The captioned petition is taken up for disposal with the consent of the parties.

6. The relevant facts for the adjudication of the captioned petition, culled out from the documents on record, are as follows:

6.1 The marriage between the petitioner no. 1 and the respondent no. 2 was solemnized on 22nd November, 2015 and a minor daughter, namely, Abhiruchi Shree, has been born out of the said wedlock, on 03rd September, 2017. However, owing to matrimonial discord and temperamental differences, the parties have been living separately from 16th January, 2023.

6.2 The FIR in question came to be lodged on 18th July, 2023, pursuant to the written complaint by respondent no. 2, i.e., the complainant, to the Crime against Women Cell (“CAW”) Delhi Cantt., Delhi, alleging that petitioner no.1 along with other petitioners here had harassed her mentally and physically *qua* unlawful dowry-related demands and her stridhan and other belongings had been retained by them. She alleges that she was discriminated against and subjected to cruelty on account of the birth of a female child. She further alleges that, on 15th January, 2023, her minor daughter, had been forcibly taken away from her, thereby depriving her of



the child's custody and access.

6.3 During the pendency of the proceedings, petitioner no.1 and respondent no. 2 amicably resolved all their disputes *vide* Mediation Settlement Agreement dated 27th February, 2026, arrived at between the parties before the Mediation and Conciliation Centre, Allahabad High Court, Lucknow, UP.

6.4 By way of the said Mediation Settlement Agreement, petitioner no. 1 and respondent no. 2 agreed to dissolve their marriage by way of divorce by mutual consent. Respondent no. 2 further agreed not to claim any maintenance or alimony either for herself or minor daughter. Petitioner no. 1, in turn, agreed to hand over the custody of the minor daughter to respondent no. 2 while retaining the visitation rights.

6.5 *Vide* the said Mediation Settlement Agreement the parties agreed to cooperate with each other in quashing of the present FIR in question, as well as other FIRs and complaint cases filed by either party against each other.

7. Learned counsels appearing for the petitioners as well as respondent no. 2 jointly submit that the parties have executed the Mediation Settlement Agreement dated 27th February, 2026, and therefore, pray that the FIR in the question be quashed.

8. This Court on the last date of hearing had noted that there was no provision for the minor daughter in the Mediation Settlement Agreement. Thus, this Court had directed the petitioner no. 1, i.e., the father to think about the welfare of his minor daughter.

9. Today, learned counsel appearing for the petitioners has handed over to this Court the investments which have been done by petitioner no. 1 in the name of the minor daughter.



10. It is submitted that the petitioner no. 1 has invested a sum or Rs. 40,31,039/- in various Life Insurance Corporation of India (“LIC”) Policies, each having different maturity dates.

11. It is submitted that the minor daughter is the beneficiary of the aforesaid total investments which shall be given to her on the respective dates of maturity. The details of the LIC investments in favour of the minor daughter, as handed over to this Court, is reproduced as under:

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TOTAL INVESTEMENT IN ABHIRUCHI SHREE POLICIES – 40,31,039.00

- 1- Policy Holder- Abhiruchi Shree
LIC Policy No- 25128123
Date of Commencement- 28-08-22
Date of Maturity - 28-08-36
Annualised Premium- 1,95,796 (One Time)
Approx amount at Maturity - 4.50lacs
- 2- Policy Holder - Abhiruchi Shree
LIC Policy No- 248373867
Date of Commencement- 28-02-22
Date of Maturity - 28-02-43
Half Yearly Premium - 26,890.00
Annualised Premium- 53780.00
Approx. amount at Maturity - 15.00lacs
Amount Money Back - 16th Year - 2.00lacs
18th Year - 2.00lacs (can be reinvested or utilised as per request)
20th year - 2.00lacs
Total Amount at Maturity - 21.00lacs (approx.)
- 3- Policy Holder- Manju Srivastava (Grandparent)
Name of Life Assured - Abhiruchi Shree
Tata AIA Life Ins. Policy No.- C261247644
Date of Commencement- 31-03-22
Date of Maturity - 31-03-38
Annualised Premium - 50,000(8 Years paying term)
Approx Amount at Maturity - 7,88,960.00
Agent – Ruchita Johri (Mother)
- 4- Policy Holder - Abhishek Kumar (Father)
Nominee - Abhiruchi shree
ICICI Prudential Life Insurance Policy No.- 69741443
Date of Commencement- 31-03-20
Date of Maturity – 31-03-35(Fully Paid up)
Annualised Premium - 50,000(7 Years paying term)
Approx Amount at Maturity – 5,92,079.00

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12. Accordingly, it is directed that the amount of the money shall not be



changed and that the minor daughter shall continue to remain beneficiary of the aforesaid policies.

13. Needless to state, the petitioner no. 1 shall continue to pay the premiums of the LIC policies till their maturity.

14. This Court has interacted with respondent no. 2, who submits that in view of the fact that the petitioner no. 1 has already made provision for their minor daughter, she has no objection if the present petition is allowed and she does not wish to pursue the matter any further.

15. However, she submits that she may be given copy of the documents pertaining to the LIC Policies in favour of the minor daughter.

16. Learned counsel appearing for the petitioners, on instructions from petitioner no. 1, who is present before this Court, submits that requisite documents shall be handed over to respondent no. 2.

17. This Court is informed that marriage between petitioner no. 1 and respondent no. 2 already stands dissolved, as they have obtained a decree of divorce by mutual consent, dated 14th May, 2026, granted by the Principal Judge, Family Court, Patiala House Courts, New Delhi, in *HMA 485/2026*.

18. In light of the aforesaid, the parties seek quashing of the FIR in question.

19. Learned Senior Standing Counsel (Criminal) for the State submits that the State has no objection if the present petition is allowed.

20. Considering the facts and circumstances of the present case and considering the fact that the parties have already arrived at settlement, this Court finds no impediment in allowing the present petition.

21. It is no longer *res-integra* that this Court has the power to quash the criminal proceedings in cases of non-compoundable offences under the



Code of Criminal Procedure Code, 1973 (“CrPC”), i.e., now the BNSS, wherein, the parties have settled the matter between themselves.

22. The Supreme Court has held that under Section 482 of the CrPC/Section 528 of the BNSS, High Courts may quash criminal proceedings, even with respect to non-compoundable offences, if the concerned parties have arrived at a compromise or settlement, and particularly when no overarching public interest is adversely affected by quashing the same.

23. In *Jitendra Raghuvanshi and Others Versus Babita Raghuvanshi and Another*, (2013) 4 SCC 58, the Supreme Court has held that the High Courts are empowered to quash an FIR in case of matrimonial disputes in order to foster genuine settlements, even when the offences involved are non-compoundable in nature. The relevant portion of the said judgment reads as under:

“xxx xxx xxx

14. The inherent powers of the High Court under Section 482 of the Code are wide and unfettered. In B.S. Joshi [(2003) 4 SCC 675 : 2003 SCC (Cri) 848] , this Court has upheld the powers of the High Court under Section 482 to quash criminal proceedings where dispute is of a private nature and a compromise is entered into between the parties who are willing to settle their differences amicably. We are satisfied that the said decision is directly applicable to the case on hand and the High Court ought to have quashed the criminal proceedings by accepting the settlement arrived at.

15. In our view, it is the duty of the courts to encourage genuine settlements of matrimonial disputes, particularly, when the same are on considerable increase. Even if the offences are non-compoundable, if they relate to matrimonial disputes and the Court is satisfied that the parties have settled the same amicably and without any pressure, we hold that for the purpose of securing ends of justice, Section 320 of the Code



2026:DHC:9299



would not be a bar to the exercise of power of quashing of FIR, complaint or the subsequent criminal proceedings.

xxx xxx xxx”

(Emphasis Supplied)

24. Accordingly, considering the submissions made before this Court, it is directed that *FIR No. 0389/2023* dated 18th July, 2023, registered at PS Vasant Kunj South, South West District, Delhi, under Sections 406/498A/34 of the IPC, along with all consequential proceedings emanating therefrom, are hereby quashed.

25. The present petition is allowed and disposed of in the aforesaid terms.

26. Pending application also stands disposed of.

MINI PUSHKARNA, J

OCTOBER 13, 2026/KR