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* IN THE HIGH COURT OF DELHI AT NEW DELHI

% *Date of Decision: 6th February, 2026*

+ CRL.M.C. 1041/2026&CRL.M.A. 4105/2026

PRAKASH PANT & ORS.

.....Petitioner

Through: Ms. Malvika Choudhary with Ms. Avni Soni, Advocates with petitioners in person.

versus

STATE OF NCT OF DELHI THROUGH SHO & ANR.

.....Respondent

Through: Mr. Sunil Kumar Gautam, APP with SI Mahesh Sharma.

Ms. Diksha, Advocate for R-2 with R-2 in person.

CORAM:

HON'BLE MR. JUSTICE MANOJ JAIN

JUDGMENT (oral)

1. Petitioners herein seek quashing of FIR No. 368/2020 dated 14.08.2020, registered at P.S. Badarpur, Delhi, under Sections 498-A/506/406/34 IPC, along with all consequential proceedings arising therefrom, on the basis of compromise arrived at between the parties.

2. Respondent no.2 got married to petitioner no.1 on 16.02.2012, as per Hindu rites and ceremonies. However, due to certain temperamental differences, the parties started living separately.

3. On account of matrimonial discord, a complaint was lodged by respondent No.2, which resulted into registration of abovesaid FIR.

4. Fortunately, parties have entered into amicable settlement and copy of *Memorandum of Settlement* dated 29.05.2025 has been placed on record. As per terms of such settlement, parties have already withdrawn their other



respective cases, and have already obtained divorce by way of mutual consent on 26.11.2025.

5. Parties are present in Court and the Court has interacted with them.
6. During the course of arguments, when asked, Respondent No.2 reiterated the terms of settlement and stated that she has already agreed to accept a sum of Rs. 7.50 lacs as full and final settlement *in lieu* of alimony, *istridhan*, maintenance (past, present and future). She has already received a sum of Rs. 5 lacs and the balance amount of Rs. 2.50 lacs has been received by her today during the course of proceedings, by way of Demand Draft bearing No. 007351 dated 21.01.2026 drawn on HDFC Bank. She, therefore, submits that she would have no objection if FIR in question is quashed.
7. Learned counsel for petitioners submits that the draft has been duly validated by the concerned Bank on 21.01.2026 and assures about its encashment.
8. There is one child born from the said wedlock, the custody of whom, shall remain with Mother-respondent No.2, with no visitation rights to Father/petitioner no.1, as per the terms of the *Settlement Agreement* dated 29.05.2025.
9. The Investigating Officer (I.O.) and learned counsel for respondent No.2 are present and duly identify respondent No.2.
10. In view of the settlement arrived at between the parties, continuing with criminal proceedings would serve no useful purpose, especially, when dispute does not involve any public interest and is, primarily, private in nature. In any case, even the complainant does not wish to press any charges against the petitioners.



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11. Accordingly, exercising inherent powers vested in this Court under Section 528 of the BNSS, it is deemed appropriate to quash the instant FIR.
12. Consequently, to secure the ends of justice, FIR No. 368/2020 dated 14.08.2020, registered at P.S. Badarpur, Delhi, under Sections 498-A/506/406/34 IPC, along with all consequential proceedings emanating therefrom, is hereby, quashed.
13. The petition stands disposed of in aforesaid terms.
14. Pending application also stands disposed of.

**(MANOJ JAIN)
JUDGE**

FEBRUARY 6, 2026/sw/js