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

% ***Date of Decision: 6<sup>th</sup> April, 2026***

+ CRL.M.C. 2567/2026 & CRL.M.A. 10420/2026

ABHISHEK GUPTA & ORS. ....Petitioner

Through: Mr. Bharat Chaudhary, Mr. Vikram Singh and Mr. Vikas Parashar, Advocates

versus

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

Through: Mr. Sunil Kumar Gautam, APP for State/R-1 with SI Vikram Kumar and SI Lal Chand, PS Shahbad Dairy Mr., Subhash Baghel, Mr. Sandeep Kumar and Mr. Vikas, Advocates for R-2

**CORAM:**

**HON'BLE MR. JUSTICE MANOJ JAIN**

**J U D G M E N T (oral)**

1. Petitioners herein seek quashing of FIR No. 839/2024 dated 21.11.2024, registered at Police Station Shahbad Dairy for commission of offences under Sections 85/316(2)/74(1)/3(5) of *Bharatiya Nyaya Sanhita, 2023* (corresponding Sections 498A/406/354/34 IPC), along with all consequential proceedings arising therefrom, on the basis of compromise arrived at between the parties.
2. The marriage between complainant (respondent No.2 herein) and petitioner No.1 was solemnized on 06.02.2022, as per Hindu rights and ceremonies. They were blessed with baby-boy.
3. On account of matrimonial discord, a complaint was lodged by



respondent No.2, which resulted into registration of the abovesaid FIR.

4. Charge-sheet has already been filed but charges are yet to be ascertained.

5. During the pendency of the matter, when the parties were referred to mediation, they were able to resolve all their disputes. The settlement terms are recorded in *Mediation Settlement Agreement dated 17.01.2026* which took place under the *aegis of Delhi Mediation Centre, Rohini District Courts, Delhi*

6. Respondent no. 2 is also present in person with her uncle (Phoofa) and she is duly identified by her counsel and investigating officer, who is present in Court.

7. When asked, respondent No. 2 reiterates the terms of settlement as mentioned in settlement dated 17.01.2025. She submits that there is already a divorce between them by way of mutual consent on 13.03.2026. She states that she has agreed to accept a total sum of Rs. 14,50,000/- as full and final settlement *in lieu* of alimony, *istridhan*, maintenance for self (past, present and future). She states that she has already received a sum of Rs. 10,00,000/- and has been handed over demand draft bearing no. 000355 dated 04.04.2026 drawn on HDFC Bank for the balance amount of Rs. 4,50,000/- today in the Court. As per settlement, custody of child will remain with petitioner no. 1, with no visitation rights to mother.

8. She states that she has entered into the abovesaid settlement out of her own free will, without any coercion and influence from any corner whatsoever and therefore, she would have '*no objection*' if FIR in question is quashed *in toto*.

9. 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.

10. In *Narinder Singh & Ors. vs. State of Punjab & Anr.*, (2014) 6 SCC 466, the Apex Court observed that proceedings, even in non-compoundable cases, can be quashed on the basis of settlement provided that the Court is satisfied that there was no meaningful purpose in continuing with the proceedings, and that the scope of conviction was remote and bleak. Reference be made to *Gian Singh v. State of Punjab & Anr.* (2012) 10 SCC 303.

11. Keeping in mind the overall facts of the case, the fact that parties have amicably settled their all disputes, continuing with criminal proceedings would serve no useful purpose.

12. Accordingly, exercising inherent powers vested in this Court under Section 528 of *Bharatiya Nagarik Suraksha Sanhita, 2023*, it is deemed appropriate to quash the instant FIR.

13. Consequently, to secure the ends of justice, FIR No. 839/2024 dated 21.11.2024, registered at Police Station Shahbad Dairy for commission of offences under Sections 85/316(2)/74(1)/3(5) of *Bharatiya Nyaya Sanhita, 2023* (corresponding Sections 498A/406/354/34 IPC), along with all consequential proceedings arising therefrom, is quashed subject to petitioners' depositing total cost of Rs. 20,000/- *Delhi District Courts Employees Welfares (saving Account No. 38783953165, State Bank of India, Tis Hazari Court Complex, Delhi)* within two weeks from today. Proof of deposit of cost and original affidavits of the parties be submitted before the



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learned Trial Court within further two weeks

14. The petition stands disposed of in aforesaid terms.
15. The pending application also stands disposed of in aforesaid terms.

**(MANOJ JAIN)**  
**JUDGE**

**APRIL 06, 2026/dr/pb**