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

% ***Date of Decision: 7th April, 2026***

+ CRL.M.C. 2597/2026 & CRL.M.A. 10565/2026

JOGINDER SINGH & ORS.Petitioner

Through: Mr. Rajkumar and Mr. Shivankar
Swarup, Advocates along with
petitioners-in-person

versus

THE STATE GOVT. OF NCT OF DELHI AND ANR.

....Respondent

Through: Mr. Sunil Kumar Gautam, APP for
State/R-1 along with IO
Mr. Surender Singh and Mr. Vivek
Mangla, 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. 232/20217 dated 23.07.2017, registered at Police Station Madhu Vihar for commission of offences under Sections 498A/406/34 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 25.02.2015, as per Hindu rites and ceremonies. They were blessed with a baby-girl.
3. On account of matrimonial discord, a complaint was lodged by respondent No.2, which resulted into registration of the abovesaid FIR.



4. Charges have been framed and respondent No. 2 has already been partly examined.

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 dated 08.04.2024* which took place under the *aegis of Delhi Mediation Centre, Karkardooma Courts, Delhi*

6. Respondent no. 2 is also present in person with her counsel 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 08.04.2024. She submits that there is already a divorce between them by way of mutual consent on 06.09.2024. She states that she has agreed to accept a total sum of Rs. 2,95,000/- 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. 1,95,000/-. She has been handed over demand draft bearing no. 849021 dated 02.04.2026 drawn on Punjab National Bank, CGHS Patparganj, Delhi Branch for the balance amount of Rs. 1,00,000/- today in the Court. As per settlement, custody of child will remain with respondent No. 2, with no visitation rights to petitioner no. 1. 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*.

8. 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.

9. 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.

10. 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.

11. Consequently, to secure the ends of justice FIR No. 232/20217 dated 23.07.2017, registered at Police Station Madhu Vihar for commission of offences under Sections 498A/406/34 IPC, along with all consequential proceedings arising therefrom, along with all consequential proceedings arising therefrom, is quashed subject to petitioners' depositing total cost of Rs. 10,000/- with *Shahdara Bar Association Advocate Welfare Fund, Delhi* (*saving Account No. 90100100003204 IFSC-UCBA0002078, UCO Bank, Karkardooma Court, Delhi*) within four weeks from today. Proof of deposit of cost and original affidavits of the parties be submitted before the learned Trial Court within further two weeks

12. The petition stands disposed of in aforesaid terms.

13. The pending application also stands disposed of in aforesaid terms.

(MANOJ JAIN)
JUDGE

APRIL 07, 2026/dr/sy