



\$~52

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
% *Date of Decision: 16th February, 2026*
+ CRL.M.C. 1278/2026 & CRL.M.A. 5132/2026
SOURABH GUPTA AND ORS.

.....Petitioners

Through: Mr. Vipin Tiwari, Mr. Bhupender and
Mr. Parikshit Bedi, Advocates.

versus

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

.....Respondent

Through: Mr. Raj Kumar, APP for the State.
Ms. Avnit Kaur, Advocate for
Complainant (through V.C.).

CORAM:
HON'BLE MR. JUSTICE MANOJ JAIN
J U D G M E N T (oral)

1. Petitioners seek quashing of FIR No. 859/2022 dated 18.12.2022, registered at P.S. Sangam Vihar, under Sections 498A/406/34 IPC, along with all consequential proceedings arising therefrom, on the basis of settlement arrived at between the parties.
2. Petitioner No.1 got married to respondent No.2 on 27.02.2020, as per Hindu rites and ceremonies. The couple was blessed with a baby child on 06.01.2021.
3. However, on account of some matrimonial discord and temperamental differences, parties started residing separately and on the basis of complaint lodged by respondent No.2, abovesaid FIR was registered.
4. However, thereafter the parties have patched up all their differences and have drawn *Memorandum of Understanding* (MoU) dated 21.04.2025.



5. As per such MoU, parties have obtained divorce by way of mutual consent on 15.11.2025 and respondent No.2 has also agreed to accept a total sum of Rs.9 lacs *in lieu of istridhan*, alimony, maintenance (past, present and future) and litigation expenses.
6. The custody of the daughter shall remain with respondent No.2 and her father would have visitation rights in terms of the abovesaid MoU.
7. The parties have also agreed to withdraw the all other cases in relation to the abovesaid marriage.
8. Respondent No.2 is present in person in the Court and is duly identified by her counsel as well as I.O.
9. The charge-sheet has been filed, *albeit*, charges are yet to be ascertained.
10. She reiterates the terms of MoU and submits that she had already received Rs.7 lacs and the balance settlement amount of Rs.2 lacs has been received by her today in shape of Demand Draft drawn on Axis Bank.
11. She submits that she has entered into settlement voluntarily, without any pressure, coercion and undue influence from any corner whatsoever and therefore, would have no objection if the present FIR is quashed.
12. 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.
13. Accordingly, exercising inherent powers vested in this Court under Section 528 of the BNSS, it is deemed appropriate to quash the instant FIR.
14. Consequently, to secure the ends of FIR No. 859/2022 dated



18.12.2022, registered at P.S. Sangam Vihar, under Sections 498A/406/34 IPC, along with all consequential proceedings arising therefrom, along with all consequential proceedings arising therefrom, is hereby, quashed.

15. The petition stands disposed of in aforesaid terms.

16. Pending application also stands disposed of in aforesaid terms.

(MANOJ JAIN)
JUDGE

FEBRUARY 16, 2026/ss/sa