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

% ***Date of Decision: 24th April, 2026***

+ CRL.M.C. 3142/2026 & CRL.M.A. 12741/2026

ABHISHEK VARMA AND ANRPetitioner

Through: Mr. Ved Vyas Tripathi and Mr. Vaibhav Verma, Advocates along with Petitioner in Person.

versus

STATE NCT OF DELHI AND ANRRespondent

Through: Mr. Raj Kumar, APP for the State with S.I Nitin Kumar.
Mr. Dhriti Sundar Jha and Mr. Vinit Kumar Gulfam, 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. 202/2023 dated 01.06.2023, registered at Police Station Farsh Bazaar, 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. Marriage between petitioner No. 1 and respondent No. 2 was solemnized on 25.11.2020 according to Hindu rites and ceremonies. There is no child from such wedlock.
3. On account of some matrimonial discord and temperamental differences, respondent No. 2 reported the matter to the police which resulted in registration of aforesaid FIR.



4. Charge-sheet has already been filed.
5. Fact, however, remains that parties have been able to settle all their matrimonial disputes and have entered into *Memorandum of Understanding* on 30.12.2025.
6. It is in the abovesaid backdrop that quashing is being sought.
7. Respondent No.2 is present with her counsel and has been duly identified by her counsel as well as by Investigating Officer.
8. When asked, respondent No. 2 reiterates the terms of settlement as mentioned in *Memorandum of Understanding* on 30.12.2025. As per terms of settlement, respondent no. 2 has agreed to accept a total sum of Rs. 9,50,800/- towards her *istridhan*, alimony, maintenance (past, present and future). She submits that she has already received a sum of Rs. 7,50,800/- and balance amount of Rs. 2,00,000/- has been received today in the shape of Demand Draft bearing No. 501856 dated 10.04.2026 drawn on ICICI Bank. 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.
9. Parties have already taken divorce by way of mutual consent on 19.03.2026.
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.
11. 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.

12. Consequently, to secure the ends of justice, FIR No. 202/2023 dated 01.06.2023, registered at Police Station Farsh Bazaar, for commission of offences under Sections 498A/406/34 IPC, along with all consequential proceedings arising therefrom, is, hereby, quashed subject to petitioners depositing total cost of Rs. 20,000/- in the account of *Delhi High Court Legal Services Committee* within four weeks from today. . Proof of deposit of cost, Original *Memorandum of Understanding* dated 30.12.2025 as well as original affidavits of the parties shall be submitted before the learned Trial Court within further two weeks.

13. The petition stands disposed of in aforesaid terms.

14. Pending application also stands disposed of.

(MANOJ JAIN)
JUDGE

APRIL 24, 2026/LP/js