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

% ***Date of Decision: 27th April, 2026***

+ CRL.M.C. 3193/2026 & CRL.M.A. 12938/2026

AMITKUMAR @AMIT KUMAR SINGH & ORS.Petitioner

Through: Mr. Deepak Verma, Advocate along
with petitioners-in-person

versus

THE STATE (GOVT.OF.NCTOF DELHI) & ANR.Respondent

Through: Mr. Raj Kumar, APP for State/R-1
with SI Subah Singh, PS Karawal
Nagar

Ms. Renu Tyagi, Advocate for R-2
with R-2 in person

CORAM:

HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T (oral)

1. Petitioners herein seek quashing of FIR No. 82/2018 dated 21.02.2018 registered at Police Station Karawal Nagar, 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 30.01.2015 according to Hindu rites and ceremonies at Delhi. The couple was blessed with a girl, namely, Shagun.
3. However, 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 and charges have also been



ascertained.

5. Fact, however, remains that when petition under Section 125 Cr.P.C. seeking maintenance was filed by respondent No. 2 herein was referred to *Counselling Cell, Family Court, North-East, Karkardooma, Delhi*, the parties were able to settle all their matrimonial disputes. Such settlement took place before Principal Counselor attached with Family Court, North-East, Karkardooma Courts, Delhi.

6. Respondent No. 2 is present in person with her counsel. Investigating officer is also present. They have duly identified respondent No. 2.

7. When asked, respondent No. 2 reiterates the terms of settlement as mentioned in *Settlement Deed 02.06.2025*. As per terms of settlement, respondent no. 2 has agreed to accept a total sum of Rs. 3,50,000/- towards her *istridhan*, alimony, maintenance (past, present and future). She submits that she has already received a sum of Rs. 2,50,000/- and balance amount of Rs. 1,00,000/- has been received by her today, in cash.

8. She also submits that parties have already obtained divorce by way of mutual consent on 16.12.2025. 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. Other cases have already been withdrawn and as per settlement terms, custody of girl child is to be handed over to petitioner No. 1. The mother would, however, have visitation rights, as per convenience of the child.

10. During course of proceedings, custody of child has been handed over to petitioner no. 1.

11. 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.

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. 82/2018 dated 21.02.2018 registered at Police Station Karawal Nagar, for commission of offences under Sections 498A/406/34 IPC, along with all consequential proceedings arising therefrom, is, hereby, quashed. Original affidavits of the parties shall be submitted before the learned Trial Court within two weeks.

14. The petition stands disposed of in aforesaid terms.

15. Pending application also stands disposed of.

(MANOJ JAIN)
JUDGE

APRIL 27, 2026/dr/sy