



\$~72

* IN THE HIGH COURT OF DELHI AT NEW DELHI

% *Date of Decision: 16th September, 2026*

CNR No. DLHC010437932026

+ CRL.M.C. 6837/2026

MANOJ & ORS.

.....Petitioner

Through: Mr. Pankaj Kumar with Mr. Pramod Singh, Mr. Manoj Kumar, Mr. Manoj Prajapati, Mr. Budhpriya Gautam and Mr. Ambrish Singh, Advocates with petitioners in person.

versus

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

Through: Mr. Satinder Singh Bawa, APP for the State with SI Ankit, PS Aman Vihar. Mr. Pravesh Chauhan with Mr. Sachin Dabas, Advocates for respondent No.2 with respondent No.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. 261/2025 dated 19.04.2025, registered at Police Station Aman 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 26.01.2022, as per Hindu rites and customs. No child is born from the abovesaid wedlock.
3. However, on account of temperamental differences, the parties started



residing separately and when a complaint was lodged by respondent No.2, it resulted into registration of the abovesaid FIR.

4. Charge-sheet has already been filed.

5. With the intervention of common friends and relatives, parties have entered into a comprehensive *Memorandum of Understanding* (MoU) dated 28.10.2025 and have been able to resolve all their disputes and have decided to part ways gracefully. It is in the abovesaid backdrop that quashing is being sought.

6. Respondent no. 2 is present in person and she has been duly identified by her counsel as well as by Investigating Officer.

7. When asked, respondent No. 2 reiterates the terms of abovesaid settlement. She also submits that there is already a divorce between them by way of mutual consent on 07.08.2026. She states that she has agreed to accept a total sum of Rs. 2,20,000/- as full and final settlement *in lieu* of alimony, maintenance for self (past, present and future) and all other miscellaneous expenses. She submits that she has already received Rs.1,50,000 and the balance amount of Rs. 70,000/- has been received today in the shape of Demand Draft drawn on State Bank of India. She submits that it is agreed between the parties that petitioner no.1 will give the articles i.e. bed, almira, washing machine, fridge, sewing machine, dressing table, T.V. and motor cycle to the respondent no.2. 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. Petitioners ensure due compliance of settlement terms.

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. 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.

10. Consequently, to secure the ends of justice, FIR No. 261/2025 dated 19.04.2025, registered at Police Station Aman Vihar, for commission of offences under Sections 498A/406/34 IPC, along with all consequential proceedings arising therefrom, is, hereby, quashed. Original affidavits and MoU of the parties, copies of which have been placed on record in the present proceedings, shall be submitted before the learned Trial Court within four weeks from today, so that these become part of Trial Court Record.

11. The petition stands disposed of in aforesaid terms.

(MANOJ JAIN)
JUDGE

SEPTEMBER 16, 2026/st/sk