



2026:DHC:8825



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* IN THE HIGH COURT OF DELHI AT NEW DELHI

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Date of Decision: 06.10.2026

CNR No. DLHC010285672026

+ W.P.(CRL) 1945/2026

MONU & ORS.

.....Petitioners

Through: Mr. Himanshu Jawa, Advocate.

versus

STATE NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Yasir Rauf Ansari, ASC along
with ASI Subhash Borkar, PS Sultan
Puri.**CORAM:****HON'BLE MR. JUSTICE SACHIN DATTA****SACHIN DATTA, J. (Oral.)**

1. The petitioners have filed the present petition seeking quashing of FIR No.0057/2024, dated 10.01.2024, registered at PS Nihal Vihar, Outer District (Delhi), under Sections 498A/406/34 of the Indian Penal Code, 1860, and all the consequential proceedings emanating therefrom on the basis of the Compromise Deed/Memorandum of Understanding (MOU) entered into among the parties on 05.02.2026.
2. At the outset, it is clarified that although the petition is titled as a Criminal Writ Petition, it has been treated as a Petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023.
3. It is submitted that petitioner no.1 is the husband of respondent no.2/complainant, and the remaining petitioners, i.e., petitioner nos.2 to 7, are mother-in-law, jeth, sister-in-law, sister-in-law, husband's uncle, and

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husband's foofa, respectively.

4. The marriage between petitioner no.1 and respondent no.2 took place on 06.07.2014 at Bahadurgarh, Haryana. It is submitted that no child was born out of the said wedlock. It is also submitted that the parties have settled their disputes in terms of Compromise Deed/MOU dated 05.02.2026. The copy of the Compromise Deed/MOU has been annexed as Annexure-B to the petition. The said MOU reads as under:

This deed of compromise is executed on this 05th day of February, 2026 at Bahadurgarh, between:

Monu (age 37 years) S/o Sh. Ved Parkash Garg R/o H. No. 148/18, Gali No. 2, Aggarwal Colony, Near Geeta Ashram, Bahadurgarh, District Jhajjar, (Haryana-124507. (Aadhar No. 6662-5174-7737).

Santosh @ Santosh Garg (Mother in- Law), W/o Ved Prakash, R/o. 148/18, Gali No. 2, Bahadurgarh, Jhajjar, Haryana. (Aadhar No. 4035-7377-5637)

Raj Kumar @ Raj Kumar Garg (Jeth), S/o Ved Prakash (Aadhar No. 4342-4696-5711), R/o. 148/18, Gali No. 2, Bahadurgarh, Jhajjar, Haryana. (Aadhar No. 4035-7377-5637)

Renu @ Ranu Kansal (Daughter in- Law), W/o Vinod Kumar, R/o. Madan Mohan Hospital, Kharkhoda, Sonipat, Haryana. (Aadhar No. 2602-0833-1695)

Seema @ Seema Gupta, (Daughter in-law), W/o Ashish, R/o H No. 561/B, Ward No. 34, Old Jhajjar Chungi, Circular Road, Rohtak, Haryana (Aadhar No. 2391-4108-7394)

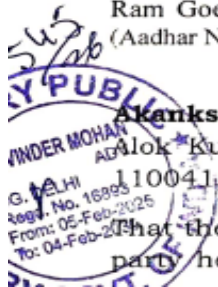
Matu Ram @ Matu Ram Garg (Husband's Uncle), S/o Ram Karan R/o 110/18, Gali No. 2, Near Geeta Ashram, Aggarwal Colony, Bahadurgarh, Jhajjar Haryana (Aadhar No. 3150-1021-2956)

Rajender Gupta @ Rajender Kumar Goel (Foofa of Husband), C/o Mouji Ram Goel, H No. 115, BLK-F, PKT-26, Sector-07, Rohini, Delhi-110085 (Aadhar No. 3135-9893-4659)First Party

And

Akanksha Kumari (age 34 years) W/o Monu and D/o Late Sh. Aditya Kumar R/o C-132, Kunwar Singh Nagar, Nangloi, Delhi-110041. (Aadhar No. 5723-6275-0700).Second Party

That the above said Mr. Monu (one of the first party and second party) herein were married with each other on 06-07-2014 but





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petition in Bahadurgarh, Haryana and both the parties are ready to settle their dispute through his counsel today on date 05-02-2026 free consent or without any pressure, under influence. Hence settlement between parties written according to their wish.

1. That first party shall file a petition in the Hon'ble court of ~~Ms. Bhawna Jain~~, Principal Judge, Family Court Jhajjar, Camp Court at Bahadurgarh under section 13 of HMA titled as Monu V/s Akanksha Kumari.
2. That now both parties are ready to resolve their dispute in sum Rs. 15,00,000/- (Rupees Fifteen Lacs Only) which is full & final payment regarding matrimonial dispute. Now the present matter is amicably settled between the parties.
 - That total settled amount of Rs. 15,00,000/- (Rupees Fifteen Lacs only) will be paid in three installments, the **first installment of Rs. 2,00,000/-** (Rupees Two Lacs only) will be paid at the time of filing the new case of divorce petition u/s 13(B) (Mutual Compromise) at the stage of first motion by Demand Draft/RTGS/NEFT/Online etc in account no. 9747013496 Kotak Mahindra Bank with IFSC code KKBK0004601 in favour of Akanksha Kumari and the **second installment of Rs. 11,00,000/-** (Rupees Eleven Lacs only) will be paid after first motion at the time of registration Blood Transfer Deed and all jewellery and all education documents will be handover to Akanksha Kumari which is mentioned below and **third installment of Rs. 2,00,000/-** (Rupees Two Lacs only) will be paid on the statements of second motion divorce petition u/s 13(B) (Mutual Compromise) in the Hon'ble Concerned Court Bahadurgarh by Demand Draft/RTGS/NEFT/Online etc in the name of Akanksha Kumari in above mentioned account number.





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3. That the both parties settle their term and condition mentioned below :-

i. That marriage of petitioner with respondent was solemnized on 06-07-2014 and there is no issue was born out of this wedlock.

ii. That all her household articles /istridhan etc like:

- a) One gold set neck & earing's
- b) One gold Chain of Monu
- c) One gold nose ring (Koka)
- d) One gold Bracelet (Kada) of Monu

Total five items

All Jewellery with lab testing report will be given to the Akanksha Kumari and no other jewellery/article/things etc is not pending between the parties.

c) 10th marksheet and degree, 12th marksheet and degree, B.A degree, PG marksheet, JBT marksheet etc.

iii. That a shop measuring 8.5 Sq. yard who's property id BGR/W18/586 and situated at Om Market, Sant Colony, Delhi-Rohtak Road, within the M.C. Bahadurgarh, District Jhajjar, Haryana-124507 bounded as under: East: Shop no. 16 of Prem Chander Goyal S/o Chibaldass
West: Shop, Shutter and Gali
North: Shop of Satish S/o Kanshiram
South: Shop of Phoolchand S/o Laxmi Dutt.



Which was transferred via blood deed no. 670 dated 22-04-2021 from Monu to Akanksha Kumari will be transferred in favour of Monu before the second motion.

iv. That the petition u/s 13(B) HMA is filed by the husband and any other matter pending between the parties is to be withdrawn before the second motion of divorce proceedings.

Lejinda Kumar Gail



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v. That both parties are free to file a mutual consent divorce petition U/s 13 (B) in concerned court.

vi. When the divorce is not decided then neither of the parties will leave India.

4. That as per settlement both parties withdraw his/her present/all case filed against each other and live separately & peacefully and an get quashed an FIR bearing its number 57 of 2024 registered with police Station Nihal Vihar U/s 498-a/406/34 of IPC from Delhi High Court at their cost and consequences and both the parties shall co-operate with each other. Now the present matter is amicably settled between the parties.

5. That the Hon'ble court may pass the award/judgement according to this compromise deed in the interest of justice.

6. The contents of the settlement have been explained to the parties in vernacular (Hindi) and they have understood the same and have admitted to be correct.

12.6 MAY 2026
Date: 05-02-2026
Bahadurgarh, District Jhajjar



5. In terms of the aforesaid Compromise Deed/MOU, respondent no. 2/complainant is to receive a sum of Rs. 15,00,000/- in three instalments:

- Rs. 2,00,000/- as first instalment at the time of first motion,
- Rs. 11,00,000/- as second instalment thereafter, and
- Rs. 2,00,000/- as third instalment at the time of second motion.

6. It is submitted by the parties that divorce proceedings in HMA No. 104/2026 have culminated in a decree of divorce. The complainant/respondent no.2 confirms the receipt of the settlement amount of Rs.15,00,000/-.

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7. The petitioners as well as the respondent no.2 have been identified by the Investigation Officer (ASI Subhash Borkar), who is present in Court.
8. The complainant/respondent no.2 submits that she has entered into the aforesaid Compromise Deed/MOU of her own free will and volition, without any coercion or undue influence.
9. Considering the aforesaid circumstances, particularly the fact that the entire settlement amount has been received by the complainant/respondent no.2 and the marriage has already been dissolved by way of the divorce decree, there is no impediment in allowing the present petition.
10. While discussing the inherent power of the High Court to quash non-compoundable offences under section 482 of the Code of Criminal Procedure, 1973 (hereinafter “CrPC”), the Supreme Court in **Gian Singh v. State of Punjab**, (2012) 10 SCC 303 made the following observations:

“58. Where the High Court quashes a criminal proceeding having regard to the fact that the dispute between the offender and the victim has been settled although the offences are not compoundable, it does so as in its opinion, continuation of criminal proceedings will be an exercise in futility and justice in the case demands that the dispute between the parties is put to an end and peace is restored; securing the ends of justice being the ultimate guiding factor. No doubt, crimes are acts which have harmful effect on the public and consist in wrongdoing that seriously endangers and threatens the well-being of the society and it is not safe to leave the crime-doer only because he and the victim have settled the dispute amicably or that the victim has been paid compensation, yet certain crimes have been made compoundable in law, with or without the permission of the court. In respect of serious offences like murder, rape, dacoity, etc., or other offences of mental depravity under IPC or offences of moral turpitude under special statutes, like the Prevention of Corruption Act or the offences committed by public servants while working in that capacity, the settlement between the offender and the victim can have no legal sanction at all. **However, certain offences which overwhelmingly and**



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predominantly bear civil flavour having arisen out of civil, mercantile, commercial, financial, partnership or such like transactions or the offences arising out of matrimony, particularly relating to dowry, etc. or the family dispute, where the wrong is basically to the victim and the offender and the victim have settled all disputes between them amicably, irrespective of the fact that such offences have not been made compoundable, the High Court may within the framework of its inherent power, quash the criminal proceeding or criminal complaint or FIR if it is satisfied that on the face of such settlement, there is hardly any likelihood of the offender being convicted and by not quashing the criminal proceedings, justice shall be casualty and ends of justice shall be defeated. The above list is illustrative and not exhaustive. Each case will depend on its own facts and no hard-and-fast category can be prescribed.”

(emphasis supplied)

11. Furthermore, the Supreme Court in *Navneesh Aggarwal v. State of Haryana*, 2025 SCC OnLine SC 1680, while hearing an appeal against an order under section 482 of CrPC qua the settlement-based quashing of proceedings under sections 498A and 406 of the IPC, observed as under:

“14. Furthermore, this Court has consistently taken the view that where the matrimonial relationship has come to an end by way of divorce, and the parties have since settled into their respective lives, criminal prosecution emanating from that past relationship ought not to be permitted to linger as a means of harassment. In the cases of *Mala Kar v. State of Uttarakhand*, Criminal Appeal No. 1684 of 2024 dated 19.03.2024 (“Mala Kar”) and *Arun Jain v. State of NCT of Delhi*, Special Leave Petition (Criminal) No. 9178 of 2018 dated 01.04.2024 (“Arun Jain”), this Court, while exercising its powers under Article 142 of the Constitution of India, quashed the criminal proceedings arising out of matrimonial discord against the husband. The Court took note of the fact that the couple therein had divorced and held that in such a situation, to continue with criminal prosecution would amount to abuse of the process of law. The reasoning adopted therein applies with equal force to the facts of the present case.”

(emphasis supplied)



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12. Accordingly, considered the joint request of the parties and considering the dicta laid down in **Gian Singh (Supra)** and **Navneesh Aggarwal (Supra)**, the present petition is allowed. Accordingly, FIR No. 0057/2024, dated 10.01.2024, registered at PS Nihal Vihar, Outer District (Delhi), together with all consequential proceedings, is quashed.

13. Parties undertake to abide by the terms of the aforesaid Compromise Deed/MOU.

14. The present petition stands disposed of in the above terms.

SACHIN DATTA, J

OCTOBER 6, 2026/at/vk

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