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

+ **W.P.(CRL) 1983/2026**

DHARMENDRA & ORS.

.....Petitioners

Through: Mr. Aakash Sehrawat, Mr. Jatin
Chillar and Mr. Nikhil Godara,
Adv. with petitioners in person

versus

STATE (GNCTD) & ANR

.....Respondents

Through: Mr. Yasir Rauf Ansari, ASC for
State with Mr. Alok Sharma and
Ms. Pavitra Dixit, Adv.
SI Satpal Dagar, PS.: Sec-23,
Dwarka
Mr. Kunal Ahlawat, Adv. for R-2
with R-2 present in person

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

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10.07.2026

1. Learned counsel for the parties have handed over a fresh Settlement dated 09.07.2026, which is taken on record.
2. By virtue of the present petition under *Article 226* of the Constitution of India read with under *Section 528* of the Bharatiya Nagarik Suraksha Sanhita, 2023 (**BNSS**), the petitioners seek quashing of the FIR No.0033/2026 dated 04.02.2026 registered at PS.: Sector 23, Dwarka under *Sections 498A/406/34* of the Indian Penal Code, 1860 (**IPC**) read with *Sections 85/316/3(5)* of the Bharatiya Nyaya Sanhita, 2023 (**BNS**) and all proceedings emanating therefrom, in view of Settlement dated 09.07.2026, whereby the petitioners and the respondent no.2 have



mutually resolved their disputes.

3. Issue notice.

4. Learned ASC accepts notice and submits that he has no objection to the quashing of the aforesaid FIR.

5. Learned counsel for the respondent no.2 also accepts notice and submits that the respondent no.2 has no objection if the present petition is allowed.

6. This Court has further had the occasion of interacting with the petitioners as well as the respondent no.2, who all are present in Court. They affirm the terms of the aforesaid Settlement Deed dated 09.07.2026, wherein it is recorded that out of total settlement amount of Rs.25,00,000/-, the petitioner no.1 has already paid her the settlement amount of Rs.10,00,000/- and the second instalment for a sum of Rs.7,50,000/- has been paid to her by way of a Demand Draft being DD No.578520 dated 29.06.2026 drawn on State Bank of India in Court and it is agreed between the petitioner no.1 and the respondent no.2 that the remaining amount/ third instalment for a sum of Rs.7,50,000/- will be paid to the respondent no.2 in form of demand draft/ cheque at the time of recording statement during second motion under *Section 13(B)(2)* of the Hindu Marriage Act, 1955 as full and final settlement of all her present, past and future claims including alimony, maintenance, etc. As such, the parties have agreed to put a quietus to their disputes. Respondent no.2 hence submits that she does not wish to continue the aforesaid FIR against the petitioners.

7. The petitioners and the respondent no.2, present in Court, as well as their credentials, as on record, have been identified by the Investigating Officer.



8. As noted above, a settlement based on mutual terms between the petitioner no.1 and the respondent no.2 is the basis of filing the present petition, which is accompanied by their respective affidavit(s) *qua* the said effect. In view thereof, the present is a fit case for quashing the aforesaid FIR. Accordingly, as also following the law laid down by the Hon'ble Supreme Court in ***Jitendra Raghuwanshi & Ors. vs. Babita Raguvanshi & Anr.: (2013) 4 SCC 58***, ***Gian Singh vs. State of Punjab & Anr.: (2012) 10 SCC 303*** and ***Narinder Singh & Ors. vs. State of Punjab & Anr.: (2014) 6 SCC 466***, and also since there is nothing left to corroborate and prove the case of the prosecution, continuation of the present FIR will be an exercise in futility.

9. Therefore, the present petition is allowed and FIR No. No.0033/2026 dated 04.02.2026 registered at PS.: Sector 23, Dwarka under *Sections 498A/406/34* of the IPC read with *Sections 85/316/3(5)* of the BNS as also all proceedings emanating therefrom are hereby quashed.

10. Accordingly, the present petition is disposed of in the aforesaid terms.

SAURABH BANERJEE, J

JULY 10, 2026/rr