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

CNR No. DLHC010387692026

+ **CRL.M.C. 6114/2026**

RAVI KUMAR

.....Petitioner

Through: Mr. Kamal Sharma, Advocate along
with petitioner in person.

versus

STATE NCT OF DELHI AND ANR & ANR. Respondents

Through: Ms. Kiran Bairwa, APP along with SI
Lovkesh Kumar, PS Narela.
Mr. Yogesh Kaushik with Mr.
Devvrat Swami, Advocates for R2
along with R2 in person.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

% **20.08.2026**

CRL.M.A.25566/2026

1. Exemption allowed, subject to all just exceptions.
2. The application stands disposed of.

CRL.M.C. 6114/2026

1. The relief prayed in the present petition are as under:

"It is, therefore, most respectfully prayed that this Hon'ble Court may kindly be pleased to Quash the FIR NO.: 601/2022 which was registered U/s: 498-A/406/34 IPC, at P.S. Narela, in the interest of justice."



2. The parties in the afore-captioned petition are present before the Court. They have been identified by the Investigating Officer of the case as well as by their respective counsel.

3. It is submitted by the parties that on 27.12.2020, the marriage between the petitioner and respondent no. 2 was solemnized at Arya Samaj Mandir Mandal, Naharpur, Sector-7, Rohini, Delhi. Subsequently, owing to marital discord, disputes arose between the parties, and they have been living separately since 27.12.2020 due to irreconcilable differences.

4. It is further averred by the parties that owing to certain misunderstandings between them, the complainant/respondent no. 2 had lodged FIR No. 601/2022 under Section 498-A/406/34 of the Indian Penal Code, 1860 ('**IPC**') against the petitioner at P.S. Narela. It is further submitted that, in the meantime, the petitioner had also filed a petition for divorce under Section 13-1(IA) of the Hindu Marriage Act against Respondent No. 2 before the Ld. Principal Judge, Family Court, North District, Rohini Courts, Delhi, registered as HMA No. 489/2024.

5. However, it is submitted that the parties have now amicably settled the dispute by way of a Memorandum of Understanding ('**MOU**') dated 28.07.2026, executed before the Counsellor, Family Court, North District, Sh. Balbir Singh, whereby the petitioner and respondent no. 2 have amicably resolved all their grievances and disputes inter se. It is further submitted that respondent no. 2 has made her statement voluntarily, of her own free will and accord, and without any coercion, pressure, threat or undue influence of any kind whatsoever.

6. The grounds of settlement as per the MOU dated 28.07.2026 are reproduced as follows:



1. *IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES THAT THE SOLE PURPOSE OF THIS AGREEMENT IS TO FILE QUASHING PETITION OF FIR NO. 601/2022 AT P.S. NARELA, BEFORE THE HON'BLE HIGH COURT OF NCT DELHI AND SHALL NOT BE USED FOR ANY OTHER PURPOSE AND SHALL NEITHER HAVE ANY VALUE NOR IT SHALL ANYWAY PREJUDICE THE INTEREST OF ANY PARTY.*
 2. *That the parties have amicably settled all their dispute and already got divorce from each other by the order of Hon'ble Judge Family court, North district, as the second party already received Rs. 5,00,000/- (Five Lakhs Rupees Only) as alimony/settlement amount, at the time of giving statement during the first and second motion for divorce by mutual consent, as agreed between the both parties.*
 3. *That the second party will cooperate in filing a petition before the Hon'ble Delhi High Court for seeking quashing of FIR NO. 601/2022, P.S. Narela.*
 4. *That the second party will appear personally before the Hon'ble Delhi High Court for the purpose of the quashing of FIR and will give her statement in this regard and the second party has no objection if the FIR and all consequential proceedings are quashed.*
 5. *The present Agreement between the parties is not vitiated by any force, fraud or undue influence and the parties have freely consented to the present Agreement after due consideration.*
 6. *It is understood and agreed that it is the most important and the essence of this Agreement to end all litigation."*
7. On behalf of the State, there is no opposition in the quashing of the FIRs in question in view of the settlement arrived at between the parties.
8. Despite certain offences being classified as non-compoundable under the IPC, in exercise of powers conferred under Section 482 of the CrPC (Section 528 BNSS), High Courts have proceeded to quash such proceedings on account of a settlement between the parties. In ***Gian Singh v. State of Punjab***,¹ the Court recognized that such an approach serves the ends of justice by bringing the litigation to an end, preventing its needless continuation, and acknowledging that following the compromise, the likelihood of conviction has become remote and bleak.
9. The conditions and pre-requisites for compounding were elaborated in ***Narinder Singh v. State of Punjab***,² and the following were deemed necessary before quashing the proceedings on the basis of a settlement/compromise:

¹ (2012) 10 SCC 303.

² (2014) 6 SCC 466.



9.1 There should hardly be any likelihood of the offender being convicted, given the compromise that took place between the parties. Particularly, so in disputes that are predominantly civil in nature, for instance those arising from commercial transactions, matrimonial relationships, or family matters, a genuine compromise may render the possibility of conviction remote and bleak;

9.2 By not quashing the criminal proceedings, justice shall be the casualty and ends of justice shall be defeated. Where continuation of proceedings despite settlement is unfair, unjust, or an abuse of process, quashing may be allowed to secure the ends of justice; and

9.3 The timing of the compromise also becomes relevant, quashing may be considered at the investigation or early-trial stage, but is ordinarily declined once evidence is substantially complete or conviction has been recorded.

10. The aforesaid proposition was refined in **Vijay Kumar Kela v. CBI**,³ to clarify that, ultimately, it is facts and circumstances of each case that determine the compoundability of proceedings and no straight-jacket formula can be prescribed. It was also noted that before exercising powers under Section 482 of the CrPC (Section 528 BNSS), the Court must have due regard to the nature and gravity of the crime.

11. However, the Court clarified that compounding on the basis of a purported settlement cannot take place where—*first*, heinous offences

³ 2026 SCC OnLine SC 1003.



affecting the society at large are in question; and **second**, a compromise between the parties cannot quash corruption or official duty offences.⁴

12. In view of the aforesaid, bearing in mind the nature of the dispute and the principles laid down by the Supreme Court in the aforesaid decisions, FIR No. 601/2022 for the offence punishable under Sections 498-A/406/34 of the IPC registered at police Station Narela, Delhi, stands quashed along with all proceedings emanating therefrom.

13. The petition stands disposed of.

PURUSHAINDRA KUMAR KAURAV, J

AUGUST 20, 2026 / tr

⁴ (2012) 10 SCC 303.