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

CNR No. DLHC010388622026

+ **CRL.M.C. 6122/2026**

NEERAJ JAIN & ORS.

.....Petitioners

Through: Mr. Kanishk Kharbanda with Mr. Mayank Gupta, Advocates.
Mr. Neeraj Jain and Mr. Amit Jain are present physically.
Remaining petitioners are present via VC.

versus

STATE GOVT. OF NCT OF DELHI & ANR. Respondents

Through: Mr. Shoaib Haider, APP along with SI Arvind Barak, PS Shahdara.
Mr. J.K. Jain with Mr. Rajesh Jain, Advocates for R2 along with R2 in person.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDR KUMAR KAURAV

ORDER

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20.08.2026

CRL.M.A.25620/2026

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

CRL.M.C. 6122/2026

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

“a) Quash the FIR No. 0250/2013, dated 25-06-2013, u/s 498A/406/34 IPC & 4 DP Act, registered at P.S. Shahdara, Delhi, and proceedings emanating there from.”



2. Mr. Neeraj Jain and Mr. Amit Jain – petitioner nos.1 and 5 respectively along with respondent no.2 are present physically. Remaining petitioners are present *via* Video Conferencing. They have been identified by the Investigating Officer of the case as well as by their respective counsel.

3. It is submitted that the marriage between petitioner no.1 and respondent no.2 was solemnized on 22.02.2009 as per Hindu rites and ceremonies, and two children, namely Prashuk Jain (born 23.01.2010) and Drishti Jain (born 28.05.2011), were born out of the said wedlock. The parties have been living separately since 12.11.2012.

4. An FIR bearing No. 250/2013 dated 25.06.2013 was registered at P.S. Shahdara, Delhi, under Sections 498A/406/34 IPC & Section 4 of the Dowry Prohibition Act, 1961 against the petitioners herein, at the instance of respondent no.2. Upon completion of investigation, the Investigating Officer filed the Charge Sheet on 11.05.2017 under the aforesaid provisions.

5. The disputes arose from matrimonial issues between petitioner no. 1 and respondent no. 2. It appears that in the month of March, 2025, at the joint request of both the parties, the Ld. Principal Judge, Family Court, Shahdara District, Delhi, referred the parties to the Principal Counsellor, Shahdara District, Karkardooma Courts, Delhi, for the purpose of counselling and amicable settlement of the disputes pending between them.

6. Pursuant to the said reference, the parties, after due deliberation and counselling, arrived at an amicable settlement of all disputes pending between them, and reduced the terms thereof into writing *vide* Settlement Agreement dated 15.05.2025. In terms of the aforesaid settlement, it was,



inter alia, agreed between the parties that they shall dissolve their marriage by way of a joint petition under Section 13-B(1) and 13-B(2) of the Hindu Marriage Act, 1955, that all cases and complaints filed by the parties against each other shall be withdrawn, and that respondent no.2 shall co-operate with the petitioners in getting the present FIR No. 250/2013 quashed.

7. It was agreed that the custody of the two children shall remain with respondent no.2/mother.

8. Petitioner no.1 agreed to pay a total sum of Rs. 11,21,000/- to respondent no.2 towards full and final settlement of her claims of stridhan, maintenance (past, present and future), dowry articles and alimony, out of which a sum of Rs. 2,21,000/- had already been paid at the time of release of petitioner no.1 from judicial custody, and the remaining amount was agreed to be paid in tranches linked to the recording of the first and second motions under Section 13-B of the Hindu Marriage Act, and upon appearance before this Court in the present quashing proceedings.

9. Respondent no.2 has agreed that upon receipt of the settlement amount, she shall have no further claim, right, title or interest, whether towards maintenance, stridhan or otherwise, in the movable or immovable properties of petitioner no.1 or his family members. Both parties have agreed to withdraw all cases, complaints and proceedings pending between them before any court, police station or authority, including Execution Petition No. 28/2023, HMA No. 48975/2016 and ADP No. 220/2016, apart from the present FIR.

10. The settlement has been arrived at voluntarily, out of the free will and consent of both parties, without any coercion, force, undue influence, pressure, or misrepresentation, and after the parties fully understood the



terms, scope and consequences of the settlement, which was explained to them in the vernacular language. In furtherance of the said settlement, the Ld. Family Court, Shahdara District, Karkardooma Courts, Delhi, *vide* judgment dated 24.01.2026, allowed the joint petition filed by petitioner no.1 and respondent no.2 under Section 13-B(2) of the Hindu Marriage Act, 1955, and the marriage between petitioner no.1 and respondent no.2 came to be dissolved by a decree of divorce by mutual consent.

11. It is stated that in compliance with the terms of settlement, the amounts agreed to be paid by petitioner no.1 to respondent no.2 have been duly paid/are being paid in the manner and to the extent recorded in the Settlement Agreement, and respondent no.2 has confirmed that she has no further claim against the petitioners. The disputes between the parties, including the subject matter of FIR No. 250/2013, being predominantly matrimonial and personal in nature, now stand amicably resolved, and respondent no.2 has voluntarily, and without any coercion, undue influence or pressure, agreed to the quashing of the said FIR and the proceedings emanating therefrom.

12. Learned counsel for the petitioners submits that in view of the settlement arrived at between the parties and the consequent dissolution of marriage, no useful purpose would be served by continuing the proceedings arising out of FIR No. 250/2013, and continuation thereof would only result in unnecessary harassment to the parties and abuse of the process of law.

13. 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.

14. 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.

15. 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:

15.1 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;

15.2 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

15.3 The timing of the compromise also becomes relevant, quashing may be considered at the investigation or early-trial

¹ (2012) 10 SCC 303.

² (2014) 6 SCC 466.



stage, but is ordinarily declined once evidence is substantially complete or conviction has been recorded.

16. 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.

17. However, the Court clarified that compounding on the basis of a purported settlement cannot take place where—**first**, heinous offences affecting the society at large are in question; and **second**, a compromise between the parties cannot quash corruption or official duty offences.⁴

18. Specifically, it may also be noted that while the offence of rape is ordinarily non-compoundable.⁵ However, in cases where marriage has subsequently taken place and the parties are residing together quashment on the basis of a settlement has been allowed. The principle adopted for such a quashment is that the same is required in the interest of justice and to do complete justice;⁶ and such an exercise is undertaken where despite the seriousness of the offence, the facts do not disclose such elements of public interest or heinous criminality, as to necessitate the continuation of criminal proceedings.⁷

19. In view of the aforesaid, bearing in mind the nature of the dispute and

³ 2026 SCC OnLine SC 1003.

⁴ (2012) 10 SCC 303.

⁵ *Ibid.*

⁶ *Sandeep Singh Thakur v. State of M.P.*, 2025 SCC OnLine SC 2927, para. 16.

⁷ *Mr. Vishal & Ors v. The State Of Nct of Delhi*, CRL.M.C. 2584/2026 & CRL.M.A.



the principles laid down by the Supreme Court in the aforesaid decisions, FIR No.0250/2013 for the offence punishable under Sections 498A/406/34 of the IPC& 4 of DP Act registered at police Station Shahdara, Delhi, stands quashed along with all proceedings emanating therefrom.

20. The petition stands disposed of.

PURUSHAINDRA KUMAR KAURAV, J

AUGUST 20, 2026 / tr

10512/2026.