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

CNR No. DLHC010404902026

+ **CRL.M.C. 6369/2026 & CRL.M.A. 26602/2026**

MOHIT KUMAR JAKHAR & ORS.

.....Petitioners

Through: Mr. Chandra Prakash Sharma, Adv.
with petitioners in person.

versus

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

Through: Mr. Ajay Vikram Singh, APP
Respondent no.2-in-person
SI Chetan, PS Chhawla

CORAM:

HON'BLE MS. JUSTICE MADHU JAIN

ORDER

% **31.08.2026**

1. This hearing has been done through hybrid mode.
2. By way of the present petition filed under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (hereinafter referred to as the 'BNSS'), the petitioners seek quashing of **FIR No. 195/2023**, registered at Police Station Chhawla, for offences punishable under Sections 323/377/506/34 of the Indian Penal Code, 1860 (hereinafter referred to as the 'IPC'), along with all consequential proceedings emanating therefrom, on the ground of settlement between the parties.
3. Issue Notice. Learned APP for the state accepts notice on behalf of the state.
4. The petitioners and Respondent No. 2 are present before this Court and have been identified by the Investigating Officer concerned.



5. Briefly stated, Petitioner No. 1 and Respondent No. 2 were married to each other on 07.12.2020 in accordance with Hindu rites and ceremonies. Owing to matrimonial discord between the parties, Respondent No. 2 lodged the present FIR against the petitioners. During the pendency of the proceedings, the parties amicably resolved their disputes and entered into a Memorandum of Understanding dated 22.11.2025, followed by a Memorandum of Understanding dated 12.05.2026. The marriage between Petitioner No. 1 and Respondent No. 2 has since been dissolved by a decree of divorce by mutual consent vide judgment and decree dated 08.04.2026.

6. Learned counsel for the petitioners submits that, in terms of the Settlement Deed dated 22.11.2025, the parties agreed to settle all their disputes for a total sum of Rs. 7,00,000/-. He submits that the balance amount of Rs.3,00,000/- (Three Lakhs only) has been handed over to Respondent No.2 today in Court by way of ***Demand Draft bearing No. 864641 & Demand Draft bearing No. 864642.*** It is further submitted that, with the said payment, the terms and conditions of the settlement stand fully complied with and nothing further remains to be paid by either party under the settlement.

7. On a query made by this Court, Respondent No. 2, who has been duly identified by the Investigating Officer concerned, categorically states that she has entered into the settlement out of her own free will, without any force, coercion or undue influence. She further states that the entire settled amount has been received by her and that she has no surviving claim whatsoever against the petitioners. She has no objection if the present FIR and all proceedings emanating therefrom are quashed.

8. In view of the fact that the parties have amicably resolved all their disputes, the marriage between Petitioner No. 1 and Respondent No. 2 has



already been dissolved by a decree of divorce by mutual consent, the entire settlement amount has been paid, and Respondent No. 2 has no objection to the quashing of the FIR, no useful purpose would be served in continuing the criminal proceedings. Rather, continuation thereof would only perpetuate unnecessary litigation between the parties.

9. Accordingly, **FIR No. 195/2023**, registered at Police Station Chhawla, for offences punishable under Sections 323/377/506/34 of the IPC, and all consequential proceedings emanating therefrom, are hereby quashed.

10. The present petition, along with pending application(s), if any, stands disposed of.

11. Copy of the order be communicated to the concerned learned Trial Court for necessary action and compliance.

12. The order be uploaded on the website *forthwith*.

MADHU JAIN, J

AUGUST 31, 2026/b/JYH/P