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

+ **W.P.(CRL) 328/2025**

RAHUL GUPTA AND ORS.

.....Petitioners

Through: **Mr. Vipul Gupta, Advocate.**

versus

THE STATE AND ANR.

.....Respondents

Through: **Mr. Sanjay Lao, Standing Counsel for
GNCTD for R-1 with SI Reena, PS
Ranjit Nagar.**

Mr. Sumit Kumar, Advocate for R-2.

R-2 through VC.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

25.03.2025

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1. The present petition under Article 226 of the Constitution of India read with Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023¹ (earlier Section 482 of the Code of Criminal Procedure, 1973²) has been filed seeking quashing of FIR No. 71/2020 dated 26th March, 2020, under Sections 498A, 406 and 34 of the Indian Penal Code, 1860³, registered at P.S. Ranjit Nagar, and all consequential proceedings emanating therefrom. This request is made in light of the amicable settlement reached between Petitioner No. 1 and Respondent No. 2, as evidenced by the Settlement Cum Compromise Deed executed on 23rd April, 2024, in terms of the compromise

¹ "BNSS"

² "Cr.P.C."



arrived at between the parties before the learned Trial Court on 23rd April, 2024. A copy of the aforementioned order recording compromise, as well as the Settlement Cum Compromise Deed are on record.

2. The marriage between Petitioner No. 1 and Respondent No. 2 was solemnised on 14th February, 2017, however the parties eventually separated on account of temperamental differences. From their marriage, the parties have a girl child aged about seven years. The marriage has now been dissolved through decree of divorce by mutual consent dated 09th September, 2024 passed by the Family Court-01 (West), Tis Hazari Courts, Delhi.

3. In terms of the Settlement Cum Compromise Deed, Petitioner No. 1 has agreed to pay a total sum of INR 18,00,000/- to Respondent No. 2 as full and final payment. Of the said amount, the first instalment of a sum of INR 6,00,000/- was to be paid to Respondent No. 2 at the time of recording of the first motion under Section 13-B(1) of the Hindu Marriage Act, 1955⁴ and the second instalment of INR 6,00,000/- was to be paid at the time of recording of the second motion. The final instalment of INR 6,00,000/- was agreed to be paid to Respondent No. 2 at the time of recording of statement for quashing of the FIR before this Court.

4. In this regard, the statement of Respondent No. 2 – the Complainant has been recorded before the Joint Registrar of this Court on 29th January, 2025, wherein she has confirmed the receipt of INR 12,00,000/- as payment of the first two instalments. Further, she also confirmed that she has received a sum of INR 6,00,000/- from Petitioner No. 1, in the form of a Demand

³ “IPC”

⁴ “HMA”



Draft bearing No. 587066⁵ dated 18th December, 2024 on the same day as recording of her statement, towards full and final settlement of all her articles, stridhan, alimony as well as maintenance claims in the past, present and future. Pertinently, in her statement, Respondent No. 2 has stated that as per the settlement between the parties, the custody of the minor child shall remain with Respondent No. 2 without any visitation rights of Petitioner No. 1 or any of their family members. Moreover, the settlement between the parties would not prejudice the rights of the minor child, which shall not get affected. The factum of custody of the minor child being vested with Respondent No. 2 has also been recorded by the Family Court in the decree of divorce by mutual consent.

5. On 21st February, 2025, Respondent No. 2 appeared before the Joint Registrar's Court through video conferencing, and submitted that the DD had been duly realised, and that she had no objections to the quashing of the impugned FIR.

6. Respondent No. 2 is present before the Court through video conferencing, duly identified by the investigating Officer as well as her counsel. She states that she has no objections to the quashing of the FIR. In this regard, an Affidavit-cum-No Objection Certificate dated 29th November, 2024 on behalf of Respondent No. 2 has also been placed on record.

7. At this juncture, it is imperative to emphasise the Court's power under Section 482 of the CrPC to quash criminal proceedings pursuant to a settlement between the parties. In this regard, the Supreme Court in *Narinder Singh & Ors. v. State of Punjab & Anr.*,⁶ has laid down certain

⁵ "DD"

⁶ (2014) 6 SCC 466.



guidelines and parameters for the High Courts while accepting settlement and quashing the proceedings:

“29. In view of the aforesaid discussion, we sum up and lay down the following principles by which the High Court would be guided in giving adequate treatment to the settlement between the parties and exercising its power under Section 482 of the Code while accepting the settlement and quashing the proceedings or refusing to accept the settlement with direction to continue with the criminal proceedings:

29.1. Power conferred under Section 482 of the Code is to be distinguished from the power which lies in the Court to compound the offences under Section 320 of the Code. No doubt, under Section 482 of the Code, the High Court has inherent power to quash the criminal proceedings even in those cases which are not compoundable, where the parties have settled the matter between themselves. However, this power is to be exercised sparingly and with caution.

29.2. When the parties have reached the settlement and on that basis petition for quashing the criminal proceedings is filed, the guiding factor in such cases would be to secure:

(i) ends of justice, or

(ii) to prevent abuse of the process of any court.

While exercising the power the High Court is to form an opinion on either of the aforesaid two objectives.

29.3. Such a power is not to be exercised in those prosecutions which involve heinous and serious offences of mental depravity or offences like murder, rape, dacoity, etc. Such offences are not private in nature and have a serious impact on society. Similarly, for the offences alleged to have been committed under special statute like the Prevention of Corruption Act or the offences committed by public servants while working in that capacity are not to be quashed merely on the basis of compromise between the victim and the offender.

29.4. On the other hand, those criminal cases having overwhelmingly and predominantly civil character, particularly those arising out of commercial transactions or arising out of matrimonial relationship or family disputes should be quashed when the parties have resolved their entire disputes among themselves.

29.5. While exercising its powers, the High Court is to examine as to whether the possibility of conviction is remote and bleak and continuation of criminal cases would put the accused to great oppression and prejudice and extreme injustice would be caused to him by not quashing the criminal cases.”

[Emphasis Supplied]



8. In view of the law discussed above as well as the settlement between the parties, the Court is of the considered opinion that this matter deserves to be given a quietus, as the continuation of the present proceedings would serve no fruitful purpose, but rather only amount to an abuse of the judicial process and impose an unwarranted burden on the State Exchequer.

9. Accordingly, the petition is allowed, and FIR No. 71/2020 dated 26th March, 2020, under Sections 498A, 406 and 34 of the IPC, registered at P.S. Ranjit Nagar and the proceedings emanating therefrom are quashed.

10. The parties shall abide by the terms of settlement.

11. It is made clear that nothing stated hereinabove or the terms of settlement between the parties, shall in any way prejudice the rights of minor child.

12. Accordingly, the petition is disposed of. Pending applications (if any) are disposed of as infructuous.

SANJEEV NARULA, J

MARCH 25, 2025/PB