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

+ **CRL.M.C. 2009/2025 & CRL.M.A. 9024/2025**

SEHDEV SEHGAL & ANR.

.....Petitioners

Through: Mr. P.K. Chaudhary, Mr. Nakul Tyagi, Mr. Parveen Chaudhary, Ms. Priyanka Chaudhary, Mr. Manoj Kumar and Mr. Pradeep Kumar Chaudhary, Advocates.

versus

STATE THROUGH NCT OF DELHI & ANR.

.....Respondents

Through: SI Satyawar, P.S. Inderpuri and SI Rajni Kant, P.S. Kirti Nagar.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

02.04.2025

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1. The present petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023¹ (earlier Section 482 of the Code of Criminal Procedure, 1973²) seeks quashing of FIR No. 270/2022 under Sections 498A, 406 and 34 of the Indian Penal Code, 1860³, registered at P.S. Kirti Nagar, as well as all consequential proceedings emanating therefrom. This request is made in light of the amicable settlement arrived at between the parties, as evidenced by the Settlement Deed executed before the Counselling Cell, Family Court, Tis Hazari, Delhi, on 12th February, 2025, between Petitioner No. 1 and Respondent No.2 (the Complainant).

2. The brief facts of the case are that the marriage between Petitioner

¹ "BNSS"

² "Cr.P.C."



No. 1 and Respondent No. 2 was solemnised on 15th January, 2020 according to Hindu rights and customs. From their wedlock, a son was born on 3rd April, 2021, who is in the custody of Respondent No. 2. Eventually the parties separated on account of temperamental differences. The marriage has now been dissolved through decree of divorce by mutual consent under Section 13B (2) of the Hindu Marriage Act, 1955, dated 12th March, 2025 issued by the Family Court-01, West District, Tis Hazari Courts, Delhi. During the course of proceedings in the divorce petition, the Family Court had referred the matter for settlement before the Counselling cell of the Family Court on 20th January, 2025, pursuant to which, the parties settled their disputes and executed the aforementioned Settlement Deed. A copy of the aforementioned Settlement Deed has been duly placed on record and is perused by the Court.

3. In terms of the Settlement, the parties agreed to withdraw all pending cases filed against each other. Further, Petitioner No. 1 agreed to pay a total sum of INR 55,00,000/- to Respondent No. 2 as full and final settlement against stridhan, dowry and maintenance claims of the past, present and future. This payment was to be made in three instalments :- the first instalment of INR 20,00,000/- was to be paid by Petitioner No. 1 at the time of recording of the statement in the First Motion of Divorce; while the second instalment of INR 15,00,000/- had to be paid at the time of recording of statement in the Second Motion. The remaining instalment of INR 20,00,000/- was agreed to be paid at the time of recording of statement for quashing of the subject FIR before this Court.

4. During the course of proceedings in the instant petition, the

³ “IPC”



statements of Respondent No. 2 (the Complainant) as well as the Petitioners were recorded by the Joint Registrar of this Court on 25th March, 2025, whereby the parties have confirmed the settlement is without any force, coercion, undue influence and pressure.

5. Furthermore, as per the statement of Respondent No. 2, she has confirmed the receipt of the final instalment of INR 20,00,000/- received by her vide Demand Draft bearing No. 695744 dated 24th March, 2025. She also confirmed receipt of the entire settlement amount paid by the Petitioner No. 1 and confirms that nothing else remains due in this regard. In light of the above Settlement Deed executed by Respondent No. 2 out of her own will and wishes, she states that she does not wish to pursue the present FIR against the Petitioners.

6. Respondent No. 2 is present in person before this Court and is duly identified by her counsel. She states that she has no objections to the quashing of the subject FIR. An affidavit to this effect has also been placed on record. In light of the amicable settlement between the parties, the Petitioners seek quashing of the subject FIR.

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.**,⁴ has laid down certain 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

⁴ (2014) 6 SCC 466.



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. 270/2022 under Sections 498A, 406 and 34 of the IPC, registered at P.S. Kirti Nagar, and the proceedings emanating therefrom are hereby quashed.

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

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

SANJEEV NARULA, J

APRIL 2, 2025

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