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

+ CRL.M.C. 1777/2019

SACHIN SHARMA & ANR.

.....Petitioners

Through: Mr. Shivam Sharma and Mr. Priyesh
Srivastava, Advocates with
Petitioners in person.

versus

STATE & ANR.

.....Respondents

Through: Mr. Mukesh Kumar, APP for the
State.
SI Anil Kumar, PS: Vijay Vihar.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

% **15.07.2025**

1. The present petition filed under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023¹ (erstwhile Section 482 of the Code of Criminal Procedure, 1973²) seeks quashing of FIR no. 153/2009 for offences under Sections 498A/406/34 of the Indian Penal Code, 1860 registered at PS: Vijay Vihar and all other proceedings emanating therefrom.

2. Petitioner No. 1 is the husband of Respondent No. 2. Petitioner No. 2 is the mother-in-law of Respondent No. 2. The marriage between Petitioner No. 1 and Respondent No. 2 was solemnized on 25th November, 2007 as per Hindu rites and ceremonies. Parties had a child from the said marriage, who later demised in 2008. Due to matrimonial discord, the relationship between

¹ "BNSS"



the parties deteriorated and they started living separately since 12th September, 2008. Several efforts for reconciliation were made but to no avail.

3. Subsequently, Respondent No. 2 made a complaint against the Petitioners, alleging that she was subjected to cruelty by them, which later culminated into the impugned FIR.

4. The Petitioners state that the matter has been amicably resolved between the parties, pursuant to which they have executed a settlement agreement dated 29th September, 2011. The terms of the said settlement are as follows:

- “5. Meetings were held during the process of Conciliation/Mediation on 05.09.2011, 12.09.2011, 21.09.2011, 28.09.2011 and 29.09.2011 and the parties have with the assistance of the Mediator/Conciliator voluntarily arrived at an amicable solution resolving the above mentioned disputes and differences.*
- 6. The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement Agreement in the presence of the Mediator/ Conciliator.*
- 7. The following cases were filed by the Petitioner against the Respondent:-*
 - a) A case under Section 498A/406/34 IPC has been registered against the Respondent and his family members vide an FIR No. 153/2009 pending trial before Ms. Shunali Gupta, Ld. MM, Rohini Courts, Delhi.*
 - b) A case under Section 125 Cr.P.C. for grant of interim maintenance, pending before Ms. Shivali Sharma, MM, Tis Hazari Courts, Delhi.*
 - c) A petition for divorce under Section 13 of Hindu Marriage Act, pending before Ms. Sujata Kohli, ADJ, Tis Hazari Courts, Delhi along with the petition for grant of maintenance under Section 24 of Hindu Marriage Act.*
- 8. The following settlement has been arrived at between the Parties hereto:*
 - a) That the Petitioner has agreed to settle their disputes and has agreed to withdraw the above said cases filed against the Respondent and his family members subject to the payment of*

² “Cr.P.C.”



- Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only) by the Respondent towards all her claims against stridhan, permanent alimony (past, present and future), etc.*
- b) *The Petitioner has received partly her dowry articles before the CAW Cell, which includes furniture and some jewellery articles (gold and silver) and the I.O. has acknowledged of having received the same.*
- c) *The Petitioner has received a sum of Rs.1,00,000/- (Rupees One Lakh Only) in the form of two Demand Drafts of Rs.50,000/- (Rupees Fifty Thousand Only) each before the Ld. Sessions Court after the Respondent and his family members were granted bail by the Ld. Sessions Court.*
- d) *That the Respondent shall pay the amount of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) in four equal installments and shall be paid to the Petitioner on the respective dates of the above noted cases listed before different courts in the following manner:-*
- i) *The parties have agreed to take divorce by mutual consent and the Respondent shall pay a sum of Rs.37,500/- (Rupees Thirty Seven Thousand Five Hundred Only) at the time of recording of statement in first motion in divorce petition to be filed under Section 13(1)(B)(i) of HMA.*
- ii) *The Respondent shall pay a sum of Rs.37,500/- (Rupees Thirty Seven Thousand Five Hundred Only) at the time of recording of statement in second motion in divorce petition to be filed under Section 13(1)(B)(ii) of HMA.*
- iii) *The petition for interim maintenance under Section 125 Cr.P.C. is listed before the Hon'ble Court on 06.02.2012 and the Petitioner has agreed to withdraw the same and the Respondent on withdrawal of the same shall hand over a sum of Rs. 37,500/- (Rupees Thirty Seven Thousand Five Hundred Only) to the Petitioner before the Ld. Court of MM, Tis Hazari Courts, Delhi.*
- iv) *The Petitioner has agreed to co-operate in quashing of the FIR NO. 153/2009 under Section 498A/406/34 IPC PS Vijay Vihar, Delhi to be filed jointly with Respondent in the Hon'ble High Court of Delhi within two weeks after recording of second motion and the Respondent shall pay the last installment of Rs. 37,500/- (Rupees Thirty Seven Thousand Five Hundred Only) before the Hon'ble High Court of Delhi at the time of quashing of the above said FIR.*
- e) *The Petitioner has also agreed to withdraw the present CM(M) No. 313/2011 before this Hon'ble Court in terms of this Settlement Agreement.*
9. *By signing this Agreement the parties hereto state that they have no*



further claims or demands against each other and all the disputes and differences in this regard have been amicably settled by the Parties hereto through the process of Conciliation/ Mediation.

10. *That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future."*

5. Pursuant to the aforementioned settlement, the marriage between the parties has been dissolved under Section 13B(2) of the Hindu Marriage Act, 1955 as per order dated 09th October, 2012 passed by the ADJ-03, North, Tis Hazari Courts, Delhi. Copy of the said order is also annexed with the petition. Further, as per the terms of the settlement, the last instalment of the agreed settlement amount was to be paid to Respondent No. 2 at the stage of quashing of FIR. However, pursuant to a request made by Respondent No. 2's father, the said instalment was paid to Respondent No. 2 prior to the quashing. Accordingly, counsel for the Petitioners states that all payments have been made to Respondent No. 2, by way of demand drafts, copies whereof have been handed over across the board and are taken on record.

6. The present petition has been pending for some time, awaiting Complainant/ Respondent No. 2 to confirm the receipt of payments. On 21st May, 2025, when Respondent No. 2 appeared before this Court, copies of the aforesaid demand drafts were provided to her and she sought time to verify the receipts of the settlement amount. However, Respondent No. 2 has chosen not to appear before the Court today and has communicated this to the Investigating Officer. Nevertheless, in view of the fact that the dispute has been amicably settled between the parties and the full settlement amount has been paid, the Court is of the opinion that the quashing of the FIR ought not to be delayed solely due to the non-appearance of Respondent No. 2

7. The Court has considered the afore-noted facts. Notably, offence



under Section 498A of IPC is non-compoundable while offence under Section 406 of IPC is compoundable in certain cases.

8. It is well-established that the High Courts, in exercise of their powers under Section 528 of BNSS (formerly Section 482 of Cr.P.C.), can compound offences which are non-compoundable on the ground that there is a compromise between the accused and the complainant. In ***Narinder Singh & Ors. v. State of Punjab & Anr.***,³ the Supreme Court laid down guidelines for High Courts while accepting settlement deeds between parties and quashing the proceedings. The relevant observations in the said decision read as under:

“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

³ (2014) 6 SCC 466



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]

9. Similarly, in the case of ***Parbatbhai Aahir & Ors. v. State of Gujarat & Anr.***,⁴ the Supreme Court had observed as under:

“16. The broad principles which emerge from the precedents on the subject, may be summarised in the following propositions:

16.1. Section 482 preserves the inherent powers of the High Court to prevent an abuse of the process of any court or to secure the ends of justice. The provision does not confer new powers. It only recognises and preserves powers which inhere in the High Court.

16.2. The invocation of the jurisdiction of the High Court to quash a first information report or a criminal proceeding on the ground that a settlement has been arrived at between the offender and the victim is not the same as the invocation of jurisdiction for the purpose of compounding an offence. While compounding an offence, the power of the court is governed by the provisions of Section 320 of the Code of Criminal Procedure, 1973. The power to quash under Section 482 is attracted even if the offence is non-compoundable.

16.3. In forming an opinion whether a criminal proceeding or complaint should be quashed in exercise of its jurisdiction under Section 482, the High

⁴ (2017) 9 SCC 641



Court must evaluate whether the ends of justice would justify the exercise of the inherent power.

16.4. While the inherent power of the High Court has a wide ambit and plenitude it has to be exercised (i) to secure the ends of justice, or (ii) to prevent an abuse of the process of any court.

16.5. The decision as to whether a complaint or first information report should be quashed on the ground that the offender and victim have settled the dispute, revolves ultimately on the facts and circumstances of each case and no exhaustive elaboration of principles can be formulated.

16.6. In the exercise of the power under Section 482 and while dealing with a plea that the dispute has been settled, the High Court must have due regard to the nature and gravity of the offence. Heinous and serious offences involving mental depravity or offences such as murder, rape and dacoity cannot appropriately be quashed though the victim or the family of the victim have settled the dispute. Such offences are, truly speaking, not private in nature but have a serious impact upon society. The decision to continue with the trial in such cases is founded on the overriding element of public interest in punishing persons for serious offences.

16.7. As distinguished from serious offences, there may be criminal cases which have an overwhelming or predominant element of a civil dispute. They stand on a distinct footing insofar as the exercise of the inherent power to quash is concerned.

16.8. Criminal cases involving offences which arise from commercial, financial, mercantile, partnership or similar transactions with an essentially civil flavour may in appropriate situations fall for quashing where parties have settled the dispute.

16.9. In such a case, the High Court may quash the criminal proceeding if in view of the compromise between the disputants, the possibility of a conviction is remote and the continuation of a criminal proceeding would cause oppression and prejudice; and

16.10. There is yet an exception to the principle set out in propositions 16.8. and 16.9. above. Economic offences involving the financial and economic well-being of the State have implications which lie beyond the domain of a mere dispute between private disputants. The High Court would be justified in declining to quash where the offender is involved in an activity akin to a financial or economic fraud or misdemeanour. The consequences of the act complained of upon the financial or economic system will weigh in the balance."



[Emphasis Supplied]

10. Considering the nature of dispute and the fact that the parties have executed a settlement agreement, this Court is of the opinion that the present case is fit to exercise jurisdiction under Section 528 of BNSS as no purpose would be served by keeping the dispute alive and continuance of the proceedings would amount to abuse of the process of Court.
11. In view of the above, the impugned FIR No. 153/2009, P.S. Vijay Vihar and all consequential proceedings arising therefrom are hereby quashed.
12. The parties shall abide by the terms of settlement.
13. The present petition is allowed in the aforesaid terms.

SANJEEV NARULA, J

JULY 15, 2025
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