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

+ CRL.M.C. 2277/2025 & CRL.M.A. 10206/2025

MAHESH AND ORS

.....Petitioners

Through: Mr. Vinod Kumar Jha, Adv.
alongwith Petitioner no. 1

versus

STATE GOVT. OF NCT OF DELHI AND ANR.Respondents

Through: Mr. Satish Kumar, APP for State
with SI Bharat Singh, PS Uttam Nagar and ASI
Parveen Spl Branch, South West Zone
R-2 in person

CORAM:

HON'BLE MR. JUSTICE AJAY DIGPAUL

ORDER

04.08.2025

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1. The instant petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (hereinafter "BNSS") [earlier Section 482 of the Code of Criminal Procedure, 1973 (hereinafter "CrPC")] has been filed on behalf of the petitioners praying for quashing of FIR No. 319/2019, dated 28.05.2019, registered at Police Station Uttam Nagar, Delhi, for the offences punishable under Sections 498A/406/34 of the Indian Penal Code, 1860 (hereinafter "IPC").

2. The brief facts of the case are that the marriage between petitioner no. 1 and respondent no. 2 got solemnized on 20.02.2018 at Uttam Nagar, Delhi, in accordance with Hindu rites and ceremonies. However, due to some temperamental differences between them, shortly after their marriage, since 27.07.2018, they have been living separately. Petitioner no. 2 and 5 are the



father-in-law and mother-in-law, respectively, of the respondent no. 2 and petitioners no. 3 & 4 are sister and brother of petitioner no. 1.

3. Despite several efforts of reconciliation, both the parties could not settle their differences pursuant to which respondent no. 2 filed a criminal complaint against the petitioners which was converted into FIR no. 0319/2019.

4. With the intervention of family members and relatives, both the parties have entered into a settlement on 04.09.2024. The terms and conditions of the said settlement are mentioned in the Memorandum of Understanding which is annexed as Annexure B to the petition.

5. Further, in terms of the said settlement, it has been agreed among the parties that the petitioner no. 1 shall pay a total sum of Rs. 8,00,000/- to the respondent no. 2 as full and final settlement against all her claims including maintenance (past, present and future), permanent alimony, *stridhan*, including the execution amount.

6. Learned counsel appearing on behalf of the petitioners submitted that respondent no. 2 has settled all her claims in respect of her dowry articles, *stridhan*, marriage expenses, jewelries, gift items and claims of past, present and future maintenance and permanent alimony with the petitioners for a sum of Rs. 8,00,000/- and all disputes of any nature whatsoever, out of which the remaining amount of Rs. 2,50,000/- was agreed to be paid at the time of quashing of the FIR.

7. At this juncture, petitioner no. 1 has handed over two cheques bearing no. 744483 and 744486, dated 01.08.2025 and 02.08.2025, respectively, drawn on Kotak Mahindra Bank for the amount of Rs. 1,50,000/- and Rs. 1,00,000/-, respectively, in the name of respondent no. 2 today in the Court.



The respondent no. 2 has verified the particulars of the Demand Draft to her satisfaction and stated them to be correct. The copy of the said Demand Draft is handed over by the learned counsel appearing on behalf petitioners during the course of the arguments, which is taken on record.

8. It is, thus, prayed that the instant FIR be quashed on the basis of settlement agreement dated 04.09.2024.

9. Learned APP for the State submitted that there is no opposition to the prayer made on behalf of the petitioners seeking quashing of the FIR in question in view of the settlement arrived at between the parties.

10. Heard learned counsel for the parties and perused the record.

11. The petitioners are present before this Court and have been identified by their counsel and the Investigating Officer, PS Uttam Nagar, Delhi. Respondent no. 2 is also present in the Court and has been identified by her counsel and the Investigating Officer.

12. On the query made by this Court, respondent no. 2 has categorically stated that she has entered into compromise on her own free will and without any pressure. It is also stated by respondent no. 2 that the entire dispute has been amicably settled between the parties. Parties also undertook that they shall abide by all the terms and conditions of the settlement arrived at between the parties.

13. The instant criminal proceedings in respect of non-compoundable offences are private in nature and do not have a serious impact on the society especially when there is a settlement/compromise between victim and accused.

14. In such cases, it is settled law that High Court is also required to consider the conduct and antecedents of the accused in order to ascertain



that the settlement has been entered into by her own free will and has not been imposed upon her by the petitioners or any person related to them.

15. In the case of ***State of Madhya Pradesh vs. Laxmi Narayan and Ors., (2019) 5 SCC 688***, the Hon'ble Supreme Court held that the powers conferred under Section 482 of the CrPC/Section 528 of the BNSS, can be exercised by the Courts to quash the criminal proceedings featuring non-compoundable offences, when the matter arises out of matrimonial or family disputes. Moreover, it is pertinent to satisfy the Court that the said non-compoundable offences are private in nature and does not have a serious impact on the society.

16. Furthermore, it was observed by the Hon'ble Supreme Court in the case of ***Ramgopal and Ors. Vs. The State of Madhya Pradesh, 2021 INSC 568***, that the extraordinary power enjoined upon the High Courts under Section 482 of the CrPC/Section 528 of the BNSS can be invoked even when such a case falls within the ambit of non-compoundable offences given that the Court must be satisfied that the nature of the offence does not impact the conscious of the society and that the compromise between the parties is voluntary and amicable.

17. In the present case, the complainant/respondent no. 2 is present in Court and has categorically stated that she has entered into compromise and settled the entire disputes amicably with the petitioners by her own free will without any pressure or coercion. There is also no allegation from respondent no. 2 that the conduct and antecedents of petitioners have been bad towards her after the compromise. As per the settlement, the respondent no. 2 has received the entire settled amount. Further, her affidavit, stating no objection to the instant FIR being quashed, is also on record.



18. Therefore, in view of the settlement arrived at between the parties and the law laid down by the Hon'ble Supreme Court, the present petition is allowed. Accordingly, FIR No. 319/2019, dated 28.05.2019, registered at PS Uttam Nagar, Delhi, for the offences punishable under Sections 498A/406/34 of the IPC and all the consequential proceedings emanating therefrom are quashed.

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

AJAY DIGPAUL, J

AUGUST 4, 2025/AS/yr