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

+ **W.P.(CRL) 1278/2025 & CRL.M.A. 12092/2025**

AKSHAY DHINGRA

.....Petitioner

Through: Mr. Sanyam Khetarpal, Ms. Prakriti Anand and Ms. Aashi Jain, Advocates.

versus

STATE GOVT. OF NCT OF DELHI AND ANRRespondents

Through: Mr. Sanjay Lao, Standing Counsel for the State.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

16.10.2025

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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 (formerly Section 482 of the Code of Criminal Procedure, 1973²) seeks quashing of the FIR No. 117/2023³ registered under Sections 498A/406/34 of the Indian Penal Code, 1860⁴ at P.S. K.N. Katju Marg and all consequential proceedings emanating therefrom.

2. The record shows that the parties have amicably resolved their matrimonial disputes through mediation before the Mediation Centre, Rohini District Courts, Delhi, culminating in a Settlement Agreement dated 29th

¹ "BNSS"

² "Cr.P.C."

³ "the impugned FIR"



April, 2023. The settlement was duly signed by the parties in the presence of their respective counsels and the mediator and records the following terms: -

Settlement/Agreement

29.04.2023

*Present: Ms. Anshka Kohli, complainant/wife in person along with Ld. Counsel Sh. Rajiv Bajaj.
Sh. Akshay Dhingra, accused/husband in person along with Ld. Counsel Ms. Prakriti Anand, Adv.*

The present case has been received from the Court of Sh. Satish Kumar, Ld. ASJ-03, North District, Rohini Courts, Delhi for Mediation.

Brief facts of the case, as disclosed by the parties are that the marriage of complainant/wife and accused/husband has been held according to the Hindu customs and ceremonies on 23.07.2021. No issue was born from the said wedlock. Due to certain matrimonial problems and differences, the complainant/wife has been living separately from the accused/husband since August, 2022. Consequent thereupon, the present case as well as connected cases mentioned above have been filed by the parties against each other's and their family members.

Parties have been apprised of the mediation process and they have willingly and voluntarily participated in the same. After deliberations, they have settled the present matter as under :-

- 1) The parties will take divorce by mutual consent by presenting appropriate petition(s) in a court of law in accordance with Hindu Marriage Act and other applicable laws.*
- 2) The accused/husband shall pay a sum of Rs.52,00,000/- (Rupees Fifty-Two Lakhs only) to the complainant/wife towards full and final settlement qua all her claims (past, present and future) arising out of the marriage with the accused/husband which shall include permanent alimony, stridhan, dowry articles, maintenance and all other miscellaneous expenses.*
- 3) The settlement amount of Rs.52,00,000/- (Rupees Fifty Two Lakhs only) shall be paid to accused/husband to the petitioner/wife by way of DD/RTGS/NEFT etc. in the name of complainant, in the following manner*
 - i) Out of settlement amount of Rs.52,00,000/- (Rupees Fifty Two Lakhs only), a sum of Rs.5,00,000/- has been paid by the accused/husband to the complainant/wife today by way of DD bearing No. 265894 dated 28.04.2023 drawn on State Bank of India, Azadpur Branch, Delhi.*
 - ii) Rs.5,00,000/- (Rupees five lacs only) shall be paid by the accused/husband to the complainant/wife by way of DD/RTGS/NEFT in the first week of June, 2023 at the time of withdrawal of Ct. Case No.2243/2022 u/s 12 of D.V. Act, titled as Ashka Kohli Vs. Akshay Dhingra from the concerned Court.*

⁴ "IPC"



- iii) Rs.11,00,000/- shall be paid by the accused/husband to the complainant/wife by way of DD/RTGS/NEFT at the time of recording of statement in the first motion petition for divorce in Delhi, which shall be filed by the parties in the month of August, 2023.
- iv) Rs.11,00,000/- (Rupees eleven lac only) at the time of recording of statement in the second motion petition, which shall be filed after the grant of first motion in the month of March, 2024 within stipulated period or at the earliest by moving application for waving the stipulated period.
- v) The complainant shall withdraw her complaint pending before the CAW, Cell, Rohini immediately after the recording of the statement in the second motion and in case, FIR has been registered in the said case, the complainant shall go for Quashing of FIR(s) along with the above mentioned FIR within four weeks of second motion against the accused/husband and his family members
- vi) Rs.20,00,000/- (Rupees Twenty Lakhs only) shall be paid at the time of quashing of the e-FIR No.RHN-KNK-000826 of 2022, u/s 380/406 IPC, PS K.N. Katju Marg and the complainant/wife shall co-operate in quashing of the above FIR before Hon'ble High Court, which shall be filed after passing of decree of divorce within one month.
- vi) Rs. 20,00,000/- (Rupees Twenty Lakhs only) shall be paid at the time of quashing of the e-FIR No. RHN-KNK-000826 of 2022, u/s 380/406 IPC, PS K.N. Katju Marg and the complainant/wife shall co-operate in quashing of the above FIR before the Hon'ble High Court, which shall be filed after passing of divorce within one month.
- 4) It has been settled between the parties that after the signing of the present settlement, the parties shall not use the photographs of each other and shall destroy all the photographs or videos uploaded on any social media or website. It is further agreed that the parties shall not communicate with each other in any manner including phone calls, internet calls etc.
- 5) In case of any default by complainant, the complainant shall be liable to return the amount so received under the settlement and in case of default by accused/husband, the complainant shall be entitled to forfeit the amount received and will be at liberty to revive the cases and act or proceed as per law.
- 6) After compliance of terms of the settlement, there shall remain no dispute due between the parties and if any other case/petition/complaint etc., between the parties is pending in any Court or Authority. the same shall be withdrawn/got disposed of by the respective party. Both parties shall remain bound by the terms and conditions of the present settlement.
- 7) In future, the parties would not interfere in the life of one another or their respective relations etc.
- 8) Parties will bear their own costs of litigation.
The parties have settled their dispute voluntarily without any fear, force, coercion or undue influence from any side. The parties shall be bound by the terms of the present settlement and that they shall cooperate with each other for the execution of the same.

3. From the terms reproduced above, it is evident that the settlement between the parties was comprehensive and all-encompassing. Under its



terms, the Petitioner agreed to pay a total sum of INR 52,00,000/- to Respondent No. 2 towards full and final settlement of all claims, including *stridhan*, dowry articles, maintenance, and permanent alimony. In return, Respondent No. 2 undertook to withdraw all pending complaints, including the one filed before the CAW Cell, Rohini, expressly referred to in clause 3(v) of the settlement.

4. It subsequently came to light that the complaint before the CAW Cell had already culminated in the registration of the impugned FIR on 22nd March, 2023, prior to the execution of the settlement agreement. The omission to refer specifically to this FIR, therefore, was evidently inadvertent, as the parties were unaware of its registration at that stage. The parties, however, did act upon the same settlement in relation to another FIR arising from their domestic disputes, being FIR No. 826/2022 under Sections 380/406 IPC at P.S. K.N. Katju Marg. That FIR was quashed by order dated 24th July, 2024, in *W.P. (Crl.) 2178/2024*, wherein Respondent No. 2 expressly confirmed the execution and implementation of the settlement dated 29th April, 2023. The relevant extract of the order is extracted below:

3. *A Petition under Article 226 of the Constitution of India read with Section 482 of Cr.P.C has been filed on behalf of the Petitioner for quashing of FIR No. 826/2022 under Section 380/406 of the Indian Penal Code, 1860 (hereinafter referred to as "IPC, 1860") at Police Station K.N. Katju Marg, Rohini.*

4. *Issue notice*

5. *Mr. Sanjay Lao, learned Additional Public Prosecutor appearing on advance notice, accepts notice on behalf of the State.*

6. *Brief facts of the case are that the marriage was solemnized between petitioner No. 1 and respondent No. 2 on 23.07.2021, according to Hindu rites and ceremonies and no child was born out of the said wedlock.*

7. *It is further submitted that the complaint/respondent No. 2 had got registered an FIR bearing No. 826/2022, registered under Sections 380/406 of the Indian Penal Code, 1860, got registered at Police Station K.N. Katju Marg, Rohini and also filed a case under Section 12 of the Domestic Violence Act.*



8. *It is stated that the matter was referred to Mediation Centre, wherein the petitioner No. 1 and the respondent No. 2 have amicably settled all the disputes and differences between them and arrived at Settlement Deed dated 29.04.2023 wherein it was inter alia settled between the parties that the respondent No. 2/wife and the petitioner No. 1/husband shall dissolve their marriage by decree of mutual consent. It is stated that petitioner No. 1/husband shall pay a sum of Rs. 52,00,000/- towards full and final settlement of all the claims of the respondent No. 2/wife. It is also stated that the petitioner No. 1 has already paid Rs. 5,00,000/- to respondent No. 2/wife by way of DD bearing No.265894 dated 28.04.2023; Rs. 5,00,000/- has been paid by the petitioner to respondent No.2/wife by way of DD bearing No.265926 at the time of withdrawal of Ct. Case No.2243/2022 under Section 12 of the Domestic Violence Act, Rs.11,00,000/- have been paid by way of DD No.265978 at the time of recording of statement in the first motion petition for divorce and Rs.11,00,000/- have been paid at the time of recording of statement in the second motion petition under Section 13(b)(2) of the Hindu Marriage Act, 1955.*
9. *It is further stated that the remaining sum of Rs. 20,00,000/- shall be paid by the petitioner No. 1/husband at the time of quashing of E-FIR No. RHN-KNK-000826/2022.*
10. *It is also stated that on 26.04.2023, the marriage between petitioner No. 1 and respondent No. 2 had been dissolved as per Hindu law.*
11. *In view of the Settlement Deed dated 29.04.2023, the present petition has been filed.*
12. *The parties are present before this Court in-person today, and have been identified by their counsel and Investigating Officer concerned.*
13. *A DD for a sum Rs. 20,00,000/-, ie the balance amount, has been handed over to the counsel for respondent No. 2/wife by the petitioner No. 1 today in the Court vide Bankers Cheque No. 266120 dated 15.07.2024 made in favour of the respondent No. 2/Ashka Kohli, drawn on SBI Bank, Branch Azadpur, Delhi and the same has been accepted by the respondent No 2/wife.*
14. *The parties have submitted that all the disputes have been amicably settled vide Settlement Deed dated 29.04.2023 and thus, no fruitful purpose will be served in continuing with the FIR*
15. *The present petition has been signed by all the petitioners and is supported by their respective affidavits. The parties have reaffirmed the terms of the settlement arrived at vide Settlement Deed dated 29.04.2023 and they also submit that the said Settlement Deed dated 29.04.2023 has been arrived at between the parties without any pressure and coercion.*
16. *Today, the complainant/respondent No. 2/wife, who is present in Court through video conferencing, states that she has received all amounts due to her and has no objection if the FIR is quashed.*
17. *In view of the above facts that the parties have amicably resolved their differences out of their own free will and without any coercion and also the fact that the present matter is a family matter, no useful purpose will be served in continuing with the proceedings, rather the same would create further acrimony between them. Hence, it would be in the interest of justice to quash the abovementioned FIR and the proceedings pursuant thereto.*
18. *Moreover, there is no legal impediment in quashing the FIR in question.*



19. Accordingly, E-FIR No. RHN-KNK-000826/2022 for the offence punishable under Sections 380/406 of IPC, 1860, registered at Police Station K.N. Katju Marg, Rohini and all consequential proceedings emanating therefrom are quashed.

20 The petition stands disposed of.

5. The order extracted above records that the entire settlement amount was duly paid, the marriage between the parties was dissolved by mutual consent, and Respondent No. 2 had no subsisting grievance or claim against the Petitioner.

6. As there was no affidavit of Respondent No. 2 supporting the present petition, which is ordinarily filed in such cases, notice was issued to her through the Investigating Officer. SI Rinki from P.S. K.N. Katju Marg has submitted that despite repeated attempts, including telephonic contact and written communication, Respondent No. 2 could not be reached. She has further informed the Court that Respondent No. 2 has since travelled abroad and is presently residing in Dubai along with her family members.

7. In light of the foregoing circumstances, notwithstanding the absence of a no-objection affidavit from Respondent No. 2, the Court is satisfied that a genuine and voluntary settlement was arrived at between the parties. The existence and authenticity of this settlement stand judicially acknowledged in the order dated 24th July, 2024, passed in *W.P. (Crl.) 2178/2024*, wherein the Court recorded full compliance with the settlement terms and the payment of the agreed amount. The terms of that agreement clearly extend to and encompass the grievances forming the subject matter of the CAW complaint, which in turn led to the registration of the impugned FIR.

8. In view of this comprehensive settlement, and since the present FIR arises from the same CAW complaint which Respondent No. 2 had



expressly undertaken to withdraw, its continuation would serve no purpose. Permitting such proceedings to continue would amount to an abuse of process and cause unwarranted prejudice to the Petitioner.

9. Notably, offence under Section 498A of IPC is non-compoundable while offence under Section 406 of IPC is compoundable in certain cases. It is, however, well-established that the High Courts, in exercise of their powers under Section 528 of BNSS (formerly 482 of Cr.P.C.), may quash proceedings even for non-compoundable offences where the parties have amicably settled their disputes and the continuation of proceedings would serve no useful purpose. This power is exercised for securing the ends of justice and preventing abuse of the process of law. In ***Narinder Singh & Ors. v. State of Punjab & Anr.***,⁵ 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

⁵ (2014) 6 SCC 466



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]

10. Similarly, in the case of **Parbatbhai Aahir & Ors. v. State of Gujarat & Anr.**,⁶ 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

⁶ (2017) 9 SCC 641



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 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]

11. In view of the foregoing discussion and upon careful consideration of the material placed on record, the Court is satisfied that the dispute between the parties stands amicably resolved through a comprehensive settlement that has been duly acted upon by both sides. The complainant has received the entire settlement amount, the marriage has been dissolved by mutual consent, and all connected proceedings have already been withdrawn or quashed pursuant to the Settlement Agreement dated 29th April, 2023. The continuation of the present FIR, arising from the same matrimonial discord, would serve no useful purpose and its persistence would amount to an abuse of the process of law.

12. Accordingly, FIR No. 117/2023 registered at P.S. K.N. Katju Marg, and all consequential proceedings arising therefrom, are hereby quashed.

13. The present petition is allowed in the aforesaid terms.

SANJEEV NARULA, J

OCTOBER 16, 2025/MK