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

+ **W.P.(CRL) 2739/2025**

SAHDEV SINGH GAHLAN & ORS.Petitioners

Through: Mr. Deepanshu Badiwal and Mr. Sarthak, Advocates along with the Petitioners in person.

versus

STATE OF N.C.T. OF DELHI & ANR.Respondents

Through: Mr. Anand V Khatri, ASC for the State along with Mr. Anand Dahiya, Advocate.
SI Sunil Kumar, PS Kapashera.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

% **05.12.2025**

1. The present petition seeks quashing of FIR No. 162/2022, registered at P.S. Kapashera for the offences under Sections 406/498A/34 of the Indian Penal Code, 1860.¹
2. Petitioner No. 1 is the husband, and Petitioner Nos. 2 to 4 are the in-laws of Respondent No. 2. The marriage between Petitioner No. 1 and Respondent No. 2 was solemnized on 29th June, 2018 as per Hindu rites and ceremonies. Parties have no child from the said marriage. Due to matrimonial discord, the relationship between the parties deteriorated, leading to separation in December 2018. Several efforts for reconciliation were made but to no avail.

¹ "IPC"



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. Upon conclusion of investigation, chargesheet was filed for the aforementioned offences.

4. The quashing petition before this Court is now premised on an amicable settlement between the parties during counselling proceedings before the Family Court, Dwarka, which was recorded in the Settlement Agreement filed on 20th October, 2023 annexed with the petition. However, Since there is no affidavit or express no-objection certificate from Respondent No. 2 consenting to quashing of the FIR, notice was issued to her.

5. Respondent No. 2 has appeared and opposes the petition. She contends that the Settlement Agreement dated 20th October, 2023 does not capture the complete understanding between the parties. According to her, in addition to the written terms of the agreement, the Petitioners had given a verbal assurance to pay her an additional sum of ₹5,00,000/-, which commitment they have failed to honour. In view of the Petitioners' alleged non-compliance with this oral understanding, Respondent No. 2 submits that she no longer consents to quashing of the FIR.

6. The Court deems it proper to take note of certain facts before rendering the decision on the request for quashing. Pertinently, after lodging of the FIR, Respondent No. 2 filed a divorce petition before the Family Court being HMA/1306/2022, wherein parties were referred for counselling, which fructified in the Settlement Agreement dated 20th October, 2023. The terms of settlement, as per the agreement are extracted:



“1. The parties have agreed to dissolve their marriage by mutual consent in accordance with the law under Hindu marriage act.

2. **It is agreed between the parties that petitioner/wife is agree for mutual divorce without any amount therefore, this shall be a full and final settlement towards any Stridhan, maintenance and permanent alimony for past, present and future qua this marriage.**

3. It is further agreed between the parties that the first motion petition shall be filed within a week from today. It is agreed between the parties that the second motion petition shall be filed after expiry of statutory period/as per provision applicable as per law.

4. It is agreed between the parties that petitioner/will withdraw the present pending case which is pending before the court of Ld. Judge Mr. Vipin Kumar Rai, family court, Dwarka at the time of recording of statement for first motion.

5. **It is agreed between the parties that the husband/respondent shall file for quashing of FIR No. 016222, P.S Kapashera under sections 498A/406/34 IPC, in Hon'ble High Court of Delhi within 30 days after second motion and wife shall cooperate and sign all the necessary affidavit and do the needful in quashing of FIR.**

6. It is further agreed between the parties that they shall remain bound with the aforesaid terms and conditions as mentioned in the settlement in vernacular.

7. All the matters relating to this marriage either civil or criminal are settle and neither the parties nor their relatives shall make any claim against each other in future and will not file any case/complaint against each other at any time in future in any court of law/police station etc.

8. **The above settlement is with respondent to all claim of past, present and future alimony, stridhan, maintenance, pending amount of maintenance, articles, property etc.**

9. The parties have agreed on each and every terms as recorded in the settlement agreement, after carefully reading over and fully understanding and appreciating the contents, scope and effect.

10 The terms and condition mentioned in this agreement have been understood in vernacular. The above said settlement is arrived at between the parties out their own free will violation and consent and without there being any undie pressure, coercion influence, misrepresentation or mistake (both of law and facts), in any form whatsoever and the parties agreed that the settlement/agreement has been correctly recorded as per the agreed terms and conditions.”

7. The terms of settlement expressly record that Respondent No. 2 agreed for mutual divorce without any settlement amount and that she would cooperate in quashing of the subject FIR. It was further unequivocally



agreed between the parties that neither of them shall raise any claim against the other in the future. Respondent No. 2 is shown and duly acknowledges her signatures on the settlement agreement. The Agreement also bears the signatures of her counsel, Mr. Rajpal Gulia, as well as the counsellors of the Family Court, indicating that the terms were accepted and recorded by the parties in the presence of these persons.

8. In furtherance of the settlement, the parties filed a petition for divorce by mutual consent under Section 13-B(2) of the Hindu Marriage Act, 1955, wherein the terms of the Settlement Agreement were duly reiterated before the Family Court. The joint statement of the parties on second motion was then recorded on oath on 22nd December, 2023, the relevant portion of which reads as follows:

“5. We (petitioner No. 1 and petitioner No.2) have amicably resolved all our disputes pertaining to this marriage including stridhan, permanent alimony, dowry articles and maintenance (present, past & future) vide settlement dated 20.10.2023.

6. We have agreed that we will file a petition for quashing of FIR No.0162/2022 under sections 498A/406/34 IPC registered at police station Kapashera before the Hon'ble Delhi High Court and we both will cooperate with each other.”

9. The joint statement also categorically recorded that the parties had settled all their disputes of their own free will, volition and consent, without any coercion, pressure, influence, misrepresentation or mistake, and that they would remain bound by the terms and conditions of the settlement and their statements. At that stage as well, Respondent No. 2 was duly represented by her counsel, Mr. Rajpal Gulia, who, along with Respondent No. 2, signed the statement. These signatures have also been duly acknowledged and confirmed by Respondent No. 2 in this Court.



10. In consequence of the above, the marriage between the parties has already been dissolved by a decree of divorce by mutual consent under Section 13-B(2) of the Hindu Marriage Act, 1955, with effect from 22nd December, 2023.

11. In view of these developments, the contention now raised by Respondent No. 2 that an additional sum of ₹5,00,000/- is still owed to her beyond the agreed terms of settlement cannot be accepted. Her sworn statements, made in the presence of counsel and with full awareness of her legal rights, leave no scope for introducing a fresh monetary claim premised on an alleged oral understanding.

12. The demand of ₹5,00,000/- at this belated stage, over and above the written settlement, if countenanced, would render the entire process of settlement, statement on oath, and decree of divorce meaningless. Such a claim is therefore untenable and cannot be treated as a valid basis to oppose the quashing of the FIR.

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

14. 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.**,² 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 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

² (2014) 6 SCC 466



cases.”

[Emphasis Supplied]

15. Similarly, in the case of *Parbatbhai Aahir & Ors. v. State of Gujarat & Anr.*,³ 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 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,

³ (2017) 9 SCC 641



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]

16. In light of the above, considering the nature of dispute and the fact that the parties had voluntarily resolved their disputes and reaffirmed the same on oath, continuation of the criminal proceedings would amount to an abuse of the process of law.

17. Accordingly, in the considered opinion of this Court, the jurisdiction under Section 528 of the BNSS deserves to be exercised to secure the ends of justice. Accordingly, the impugned FIR bearing No. 162/2022 registered at P.S. Kapashera and all consequential proceedings arising therefrom are quashed.



18. Disposed of.

SANJEEV NARULA, J

DECEMBER 5, 2025/prg