



\$~45

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

+ **CRL.M.C. 6181/2025**

ABDUL MAZID & ORS.

.....Petitioners

Through: Mr. Haider Ali and Mr. Devindra
Sharma, Advocates with Petitioners in
person.

versus

STATE OF NCT OF DELHI AND ANR.

.....Respondents

Through: Mr. Shoaib Haider, APP with
Respondent No.2 in person.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

%

02.09.2025

CRL.M.A. 26201/2025

1. Exemption allowed, subject to all just exceptions.
2. Application stands disposed of.

CRL.M.C. 6181/2025

3. Petition under Section 528 of the Bharatiya Nagrik Suraksha Sanhita, 2023 ("BNSS") has been filed on behalf of the Petitioners for quashing of FIR No.0463/2017 under Sections 85/316(2)/115(2)/3(5) B.N.S. and Section 4 of Dowry Prohibition Act, 1961, registered at PS: Karawal Nagar, Delhi and all consequential proceedings emanating therefrom, in terms of Compromise/Settlement Deed dated 08.04.2025, in terms of which Parties have agreed to live separately.
4. Issue Notice.
5. Learned APP for the State appearing on advance Notice, accepts Notice.



6. Brief facts of the case are that the marriage between Petitioner No.1/husband and Respondent No. 2/wife was solemnized on 01.12.2014, according to Muslim rites and ceremonies. No child was born out of the said wedlock.
7. It is further submitted that on 09.09.2017, on complaint of Respondent No.2, FIR No.0463/2017 under Sections 85/316(2)/115(2)/3(5) B.N.S. and Section 4 of Dowry Prohibition Act, 1961 was registered at PS: Karawal Nagar, Delhi.
8. It is submitted that the FIR was a consequence of the matrimonial disputes between Petitioner No.1/husband and Respondent No.2/wife. It is stated that the Petitioners and Respondent No. 2 have amicably settled all the disputes and differences between them vide Compromise/Settlement Deed dated 08.04.2025.
9. The parties are present before this Court in-person today and have been identified by their learned Counsel.
10. In view of Compromise/Settlement Deed dated 08.04.2025, present Petition has been filed.
11. The parties have endorsed the amicable Settlement and accepted the terms thereof voluntarily and have undertaken to remain bound by the terms of the Settlement.
12. The parties have submitted that all the disputes have been amicably settled vide Compromise/Settlement Deed dated 08.04.2025 and thus, no fruitful purpose will be served in continuing with the FIR.
13. The present Petition has been signed by the Petitioners and is supported by their Affidavits. The parties have reaffirmed the terms of Compromise/Settlement Deed dated 08.04.2025 and they submit that the said



Settlement has been arrived at between the parties, without any pressure and coercion.

14. Respondent No. 2 states that she has received all amounts due to her and has no objection if the FIR is quashed.

15. 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.

16. Moreover, there is no legal impediment in quashing the aforesaid FIR in question.

17. Consequently, FIR No.0463/2017 under Sections 85/316(2)/115(2)/3(5) B.N.S. and Section 4 of Dowry Prohibition Act, 1961, registered at PS: Karawal Nagar, Delhi and all consequential proceedings emanating therefrom are quashed.

18. The Petition along with pending Application is disposed of.

NEENA BANSAL KRISHNA, J.

SEPTEMBER 02, 2025/R