

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION
WRIT PETITION NO. 988 OF 2026

Rajiv s/o. Vedprakash Sabarwal

... Petitioner

Versus.

The State of Maharashtra and Anr.

... Respondents

Mr. Ashok Saraogi a/w Priti Rao, learned Advocates for the
Petitioner.

Petitioner No. 1 is present in Court.

Mr. Siddhant Singh, learned Advocate for the Respondent No. 2
Respondent No. 2 is present in Court.

Mr. Tanveer Khan, learned APP for the Respondent – State.

CORAM : ASHWIN D. BHOBE, J.

DATE : 7th March, 2026.

P.C. :

1. At 5:10 p.m., Mr. Ashok Saraogi, learned Advocate for the
Petitioner, mentioned this petition. At his request, the petition was
taken up out of turn.

2. Heard Mr. Ashok Saraogi, learned Advocate for the
Petitioner, Mr. Tanveer Khan, learned APP for the Respondent –
State, Mr. Siddhant Singh, learned Advocate for the Respondent

No. 2.

3. At the outset, Mr. Ashok Saraogi states that, during the pendency of the present petition, charge sheet was filed. He thus seeks leave to amend the prayer clause and to include the charge sheet on record. The request made by Mr. Ashok Saraogi is not objected to by Mr. Tanveer Khan, learned APP, and Mr. Siddhant Singh, learned Advocate for Respondent No. 2.

4. In view of the no objection, leave is granted to amend the petition and to tender the chargesheet on record. The amendment be carried out forthwith.

5. This Petition under Article 226 of the Constitution of India and 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023, is filed by the Petitioner to quash the FIR dated 30th July, 2023, bearing No. 482 of 2023 (impugned FIR), registered at Parksite Police Station for offences punishable under Sections 498 (A), 377, 323, and 504 of the Indian Penal Code, 1860, as well as the Chargesheet No. 2385/PW/2023 arising from the impugned FIR, pending before the 31st Court, Vikhroli.

6. The Petitioner is present in court and is identified by his advocate, Mr. Ashok Sarogi. He submits a photocopy of the Petitioner's Identity Card, which is taken on record and marked as **"X"** for identification.

7. Respondent No. 2 is present in court with her advocate Mr. Siddhant Singh. He submits a photocopy of Respondent No. 2's Identity Card, which is taken on record and marked as **"X-1"** for identification.

8. Mr. Siddhant Singh states that the Affidavit dated 7th March, 2026, affirmed by Respondent No. 2 before Notary Veena S. Yadav, is placed on record. The same is marked as **"X-2"** for identification.

9. Respondent No. 2 states that the said Affidavit (X-2) is filed of her own free will and without any pressure or coercion from anyone. She states that the contents of the Affidavit (X-2) are as per her say. She reiterates her no objection to the quashing of the criminal proceedings.

10. Mr Ashok Saraogi and Mr Siddhant Singh, learned Advocates, submit that the subject matter of the impugned FIR and the chargesheet arising from it pertain to matrimonial resentment between the Petitioner and Respondent No. 2. They submit that the dispute between the Petitioner and Respondent No. 2 has been resolved before the Hon'ble Supreme Court in Transfer Petition (Civil) No. 2643 of 2024. They state that the Supreme Court's order in Transfer Petition (Civil) No. 2643/2024, along with the Settlement Agreement dated 9th April 2025 finalised at the Supreme Court Mediation Centre, is on record as Exhibit C (at pages 19 to 32 of the paper book). They submit that the marriage between the Petitioner and Respondent No. 2 has been dissolved, and both parties have fulfilled all conditions of the Settlement Agreement dated 9th April 2025. The Terms of Settlement state that the parties agreed to withdraw all cases and not to oppose any such requests. They therefore request the quashing of the impugned FIR and the chargesheet arising from it.

11. Mr. Ashok Saraogi and Mr. Siddhant Singh request that the terms of the settlement in the Settlement Agreement dated 9th

April 2025 be incorporated into this order. At their request, the Terms of Settlement are transcribed here verbatim.

TERMS OF SETTLEMENT:

Both the parties hereto have arrived at an amicable settlement on the following terms and conditions for dissolution of marriage by mutual consent:-

1. That the parties have agreed that the Respondent will pay to the Petitioner a total sum of Rs. 3,19,00,000/- (Rupees Three Crores Nineteen Lakhs Only) by way of two Demand Drafts to the tune of Rs. 3,00,00,000/- (Rupees Three Crores Only) bearing Demand Draft No. 812538 and Rs. 19,00,000/- (Rupees Nineteen Lakhs Only) bearing Demand Draft No. 812553 towards full and final settlement by physically handing over the said Demand Drafts in before the Hon'ble Supreme Court of India at the time of hearing of the joint Application under Article 142 of the Constitution of India, 1950, for divorce, towards full and final settlement of all of Petitioner's claims towards her permanent alimony, Stridhan, maintenance (past, present, future) and any other claim whatsoever.

2. That the Petitioner by way of a video call held on 08.04.2025 with the Respondent, has satisfied herself about the nature and quantity of her personal articles such as clothing, shoes, purses and accessories and the same shall be delivered to her by cargo within 2-3 days from execution of this Agreement.

3. That upon receipt of the full settlement amount as specified in Clause 1, the Petitioner shall withdraw all cases filed against the Respondent, including but not limited to those mentioned in the table containing the list of cases hereinabove upon signing this Settlement Agreement. If the Respondent fails to comply in payment of amount, the Petitioner shall have the right to continue or revive any or all cases

without prejudice before the Hon'ble Supreme Court of India.

4. That upon receipt of the full and final settlement amount as specified in Clause 1, the Petitioner shall take all necessary steps and cooperate unconditionally in ensuring withdrawal of all cases filed by her against the Respondent, including but not limited to those mentioned in the table containing the list of cases hereinabove upon signing this Settlement Agreement. The Petitioner agrees to unconditionally ensure her appearance before courts and shall fully cooperate by being present before court whenever asked by the her counsel or counsel for the Respondent or if directed by the courts for withdrawing cases filed by the Petitioner against the Respondent pursuant to execution of this Settlement Agreement. The Respondent undertakes to withdraw divorce petition bearing HMA No. 1133 of 2024 titled "Rajiv Sabharwal vs. Diptii Das" filed by the Respondent under section 13(1)(ia) read with 13(1)(ib) of the Hindu Marriage Act, 1955 by the Respondent pending before Saket District Court, Delhi.

5. That upon receipt of the full settlement amount as specified in Clause 1, The Petitioner shall take all necessary steps, including but not limited to tendering sworn affidavit(s) and/or pleadings or applications, and cooperate unconditionally in ensuring compounding and/or quashing of any criminal complaints filed by her against the Respondent, including but not limited to those any other proceedings that might arise in future between the parties herein and those mentioned in the table containing the list of cases hereinabove upon signing this Settlement Agreement.

6. That the Parties will move an application jointly before the Hon'ble Supreme Court under Article 142 of Constitution of India, 1950 for invoking inherent powers of the Hon'ble Supreme Court praying for divorce by mutual consent.

7. That if the Hon'ble Supreme Court is pleased to allow application filed by both the Parties under

Article 142 of Constitution of India, 1950 then the Respondent shall withdraw divorce Petition being HMA 1133 of 2024.

8. That if the Hon'ble Supreme Court is not inclined to allow the application filed by both the Parties under Article 142 of Constitution of India, 1950 then the Parties will move a mutual divorce petition under Section 13-B of the Hindu Marriage Act, 1955 before the appropriate courts situated in Mumbai jurisdiction.

9. That the Parties have agreed that none of them will initiate any other legal action or complaint against each other or against the family members of each other in respect of their matrimonial dispute or any other dispute of any nature whatsoever in future.

10. The Parties agree that the terms of this Settlement Agreement shall remain confidential and shall not be published or disclosed to any third party, except as required by law, to enforce the terms of this Agreement, or to seek advice from legal, financial, or medical professionals, family members, or authorities. The Parties to this Settlement Agreement shall have the right to disclose the terms to any person and/or authorities necessary to protect the parties interests or to comply with respective legal obligations.

11. That subject to the aforesaid terms, the Parties have resolved all the disputes amicably in relation to the marriage and have been left with no claims against each other or their respective family members.

12. That by signing this Agreement the Parties hereto solemnly state and affirm that they have no further claims or demands against each other including maintenance, or any movable or immovable property and all the disputes and differences have been amicably settled by the Parties hereto through the process of mediation.

13. The Parties undertake to abide by the terms and conditions set out in this Settlement Agreement,

which have been arrived with free will of the Parties without any coercion, duress or collusion.

14. The contents of this Settlement Agreement have been explained to the Parties as well as their respective Counsel and they have understood the same.

12. Mr. Tanveer Khan, learned APP, states that, considering the settlement reached before the Hon'ble Supreme Court as mentioned by Mr. Ashok Saraogi and Mr. Siddhant Singh, the criminal proceedings can be quashed. He submits that, considering the police machinery involved, the parties should volunteer to pay the costs.

13. Mr. Ashok Saraogi, learned Advocate for the Petitioner, states that the Petitioner will pay a cost of Rs. 1,00,000/-

14. Considering the facts mentioned above, the submissions made by the learned Advocates for the parties, the Order dated 24th April, 2025, passed by the Hon'ble Supreme Court, the Settlement Terms dated 9th April, 2025, and the statement of Respondent No. 2 in her Affidavit (X-2), no useful purpose will be served by continuing the criminal prosecution. Considering the

pronouncements of the Hon'ble Supreme Court in the cases of Gian Singh vs State of Punjab, Narinder Singh and Ors vs State of Punjab and Anr, and Parbatbhai Aahir @ Parbatbhai vs The State of Gujarat, there is no legal impediment to allowing this petition.

15. In view of the above, Writ Petition No. 988 of 2026 is allowed in terms of the amended prayer clause (a), on the condition of payment of costs of Rs. 1,00,000/-. As a result, the impugned FIR and the chargesheet arising from the impugned FIR registered as Case No. 2385/PW/2023, pending before the Metropolitan Magistrate 31st Court, Vikhroli, are quashed.

16. Mr Ashok Sarogi states that the Petitioner shall deposit an amount of Rs. 1,00,000/- in the below-mentioned Account of Bombay Bar Association, within a period of three weeks from today.

Bombay Bar Association	
Bank Name :	Bank Of India
Account No.:	000110100000479

Branch Name :	Mumbai Main Branch
IFSC Code:-	BKID0000001

17. The compliance affidavit, along with the proof of deposit, shall be filed in the Registry of this Court on or before 30th March, 2026.

18. The Writ Petition is allowed in the above-mentioned terms.

(ASHWIN D. BHOBE, J.)

Digitally
signed by
ARJUN
KRISHNA
RODGE
Date:
2026.03.17
13:41:30
+0530