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

+ **CRL.M.C. 335/2026, CRL.M.A. 1254/2026**

KETAN DEWAN & ORS.

.....Petitioners

Through: Mr. Mayank Maini, Mr. Biman Sethi, Mr. Ankit Verma and Ms. Nidhi Tyagi, Advocates with petitioners in person

versus

STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Ms. Meenakshi Dahiya, APP for the State with Mr. Ashish Mahani and Ms. Divya Bakshi, Advocates with SI Prem Giri, PS: KNK Marg
Mr. Manish Kumar, Mr. A. Arya, Mr. Sonu Pandit, Mr. Lovish Rajput and Mr. Divyansh Chauhan, Advocates for R-2 with R-2 in person

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

15.01.2026

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1. By virtue of the present petition under *Section 528* of the Bharatiya Nagarik Suraksha Sanhita, 2023 (**BNSS**) read with *Section 482* of Code of Criminal Procedure, 1973 (**Cr.P.C**), the petitioners seek quashing of FIR No.281/2022 dated 15.04.2022 registered at PS.: K.N. Katju Marg, Delhi under *Sections 354-A/498A/406/506/34* of the Indian Penal Code, 1860 (**IPC**), and all proceedings emanating therefrom, in view of the Settlement Agreement dated 20.09.2025 arrived at between the petitioners and the respondent no.2.



2. The present petition is also accompanied by the said Settlement Agreement dated 20.09.2025 [**Annexure P3**] alongwith the respective proofs of identity of the parties.

3. Issue notice.

4. Learned APP for the State accepts notice, and submits that she has no objection to the quashing of the aforesaid FIR No.281/2022 dated 15.04.2022.

5. Respondent no.2 confirms that the petitioner no.1 and respondent no.2 have already been granted divorce by mutual consent *vide* Decree of Divorce dated 15.11.2025. She further affirms the terms of the Settlement Agreement dated 20.09.2025 whereby the petitioner no.1 has already paid her a sum of Rs.6,00,000/-, and has further received the final instalment of the remaining amount being Rs.3,00,000/- *via* a Demand Draft dated 13.01.2026 bearing No.573110 (Bank: Yes Bank, Branch: East Punjabi Bagh, Delhi) today in Court from the petitioners as full and final settlement of all her claims including alimony, maintenance (present, past and future), etc. She states that she has no objection to the quashing of the FIR No.281/2022 dated 15.04.2022.

6. Further, the petitioners and the respondent no.2, present in Court, as well as their credentials, as on record, have been identified by the Investigating Officer.

7. In view of the fact that a settlement has already been arrived at between the parties, they shall remain bound by all the terms and conditions contained therein. As such, following the law laid down by the Hon'ble Supreme Court in ***Jitendra Raghuvanshi & Ors. vs. Babita Raghuvanshi & Anr. (2013) 4 SCC 58***, ***Gian Singh vs. State of Punjab &***



Anr. (2012) 10 SCC 303 and Narinder Singh & Ors. vs. State of Punjab & Anr. (2014) 6 SCC 466, this Court is of the opinion that continuation of the aforesaid FIR No.281/2022 dated 15.04.2022 will be an exercise in futility.

8. Accordingly, the present petition is allowed and FIR No.281/2022 dated 15.04.2022 registered at PS: K.N. Katju Marg, Delhi under *Sections 354-A/498A/406/506/34* of the Indian Penal Code, 1860 (***IPC***) and all other proceedings emanating therefrom are quashed.

9. Accordingly, the present petition alongwith pending application is disposed of.

SAURABH BANERJEE, J

JANUARY 15, 2026/bh