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

+ **W.P.(CRL) 193/2026, CRL.M.A. 1807/2026**

**NITEESH KUMAR @ NITISH KUMAR AND ANR**

.....Petitioners

Through: Mr. Naved Azam, Mohd. Humaid  
and Mr. Punit Kumar, Advs.

versus

**THE STATE NCT OF DELHI AND ANR**

.....Respondents

Through: Mr. Sanjay Lao, ASC for the State  
Mr. Mukesh Goyal, Adv. for R-2

**CORAM:**

**HON'BLE MR. JUSTICE SAURABH BANERJEE**

**ORDER**

**19.01.2026**

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1. By virtue of the present petition under *Article 226* of the Constitution of India read with *Section 528* of the Bharatiya Nagarik Suraksha Sanhita, 2023 (**BNSS**), the petitioners seek issuance of a Writ of Certiorari for quashing of FIR No.0580/2023 dated 17.10.2023 registered at PS.: Nabi Karim, Delhi under *Sections 498A/406/34* of the Indian Penal Code, 1860 (**IPC**) and all other proceedings emanating therefrom, in view of the Settlement dated 08.11.2024 arrived at *inter se* the petitioner no.1 and the respondent no.2.

2. At the outset, the learned counsel for the petitioners submits that the present petition is accompanied by a Settlement dated 08.11.2024 [*Annexure B*], and is also supported by affidavit(s) of the petitioners and respondent no.2, alongwith proofs of the respective I.D.s. Additionally,



petitioners and respondent no.2, present in Court, have been identified by the Investigating Officer and the credentials of both, as on record, have also been duly verified by the Investigating Officer.

3. Issue notice.

4. Learned ASC for the State accepts notice and submits that he has no objection to the quashing of the aforesaid FIR No.0580/2023 dated 17.10.2023.

5. Further, respondent no.2 confirms that the learned Principal Judge, Family Court, Central, Tis Hazari Courts, Delhi has passed a decree of divorce by mutual consent on 21.07.2025. Similarly, she affirms the Settlement dated 08.11.2024 arrived at *inter se* the petitioner no.1 and the respondent no.2. in compliance whereof the petitioner has already paid her the settlement amount of Rs.2,50,000/- out of total settlement amount of Rs.4,25,000/- and also handed over a Demand Draft of Rs.1,75,000/- dated 05.01.2026 (DD No.679113, Bank Name: Punjab National Bank, Branch: West Patel Nagar, New Delhi-110 008) in the presence of her counsel to her towards full and final settlement of all her claims including alimony, maintenance (present, past and future), compensation, etc. Lastly, respondent no.2 states that she has no objection to the quashing of the FIR No.0580/2023 dated 17.10.2023.

6. 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 Raguvanshi & 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 will be an exercise in futility.

7. Accordingly, the present petition is allowed and FIR No.0580/2023 dated 17.10.2023 registered at PS.: Nabi Karim, Delhi under *Sections 498A/406/34* of the IPC and all other proceedings emanating therefrom are quashed.

8. Accordingly, the petition, alongwith pending application, is disposed of.

**SAURABH BANERJEE, J**

**JANUARY 19, 2026/Ab**