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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
% ***Date of Decision: 16th February, 2026***
+ **CRL.M.C. 661/2026**
HEMANT & ORS.

.....Petitioners
Through: Mr. Mohit Kumar, Advocate
alongwith petitioner No.1 in person
and petitioner No.2, 3 & 4 in person
(through V.C.).

versus

STATE OF NCT OF DELHI & ANR.

.....Respondents
Through: Mr. Sunil Kumar Gautam, APP for the
State with SI Rahul Ranjan.
Mr. Vishav Kamal, Advocate for R-2.

CORAM:
HON'BLE MR. JUSTICE MANOJ JAIN
J U D G M E N T (oral)

1. Petitioners seek quashing of FIR No. 61/2021 dated 17.01.2021, registered at P.S. Harsh Vihar, under Sections 498A/406/34 IPC, along with all consequential proceedings arising therefrom, on the basis of settlement arrived at between the parties.
2. Petitioner No.1 and respondent No.2 got married on 30.04.2013 in Delhi according to Hindu rites and ceremonies. The parties were blessed with a baby girl in the year 2015.
3. However, on account of some temperamental differences and incompatibility issues, they started residing separately and when the matter was reported to police by respondent No.2, it resulted in registration of abovesaid FIR.



4. Charge-sheet has already been filed and the matter is at the stage of arguments on charge.
5. However, in the interregnum, on account of intervention of elders and well-wishers, both the parties arrived at amicable settlement and *Memorandum of Understanding* (MoU) was executed on 28.02.2025 and in terms of such MoU, the parties have already obtained divorce by way of mutual consent on 07.08.2025.
6. As per such settlement, respondent No.2 has agreed to accept a sum of Rs.4,75,000/- *in lieu of istridhan*, dowry articles, alimony, maintenance (past, present and future). The custody of the girl child would remain with respondent No.2, with no visitation right to the father/ petitioner No.1.
7. Respondent No.2 is present in Court alongwith her counsel and has been duly identified by her counsel as well as I.O.
8. She reiterates the terms of the settlement. She also submits that she had earlier received a sum of Rs.2 lacs when the divorce had taken place and now the balance settlement amount of Rs.2,75,000/- has been given to her in shape of Demand Draft drawn on Bank of Baroda. She submits that the settlement is voluntary in nature and she would have no objection if the present FIR is quashed in view of the abovesaid settlement.
9. In view of the settlement arrived at between the parties, continuing with criminal proceedings would serve no useful purpose, especially, when dispute does not involve any public interest and is, primarily, private in nature. In any case, even the complainant does not wish to press any charges against the petitioners.
10. Accordingly, exercising inherent powers vested in this Court under Section 528 of the BNSS, it is deemed appropriate to quash the instant FIR.



11. Consequently, to secure the ends of FIR No. 61/2021 dated 17.01.2021, registered at P.S. Harsh Vihar, under Sections 498A/406/34 IPC, along with all consequential proceedings arising therefrom, along with all consequential proceedings arising therefrom, is hereby, quashed.

12. The petition stands disposed of in aforesaid terms.

(MANOJ JAIN)
JUDGE

FEBRUARY 16, 2026/ss/sa