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

+ **CRL.M.C. 985/2026, CRL.M.A. 3867/2026**

ANISHA & ORS.

.....Petitioners

Through: Mr. Vaseem Khan, Mr. Ritam Agarwal and Mr. Salman Khan, Advs. alongwith petitioners in person.

versus

STATE NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Satish Kumar, APP with Ms. Upasna Bakshi, Advocate and SI Pruti Tomar, PS.: Vivek Vihar. Mr. Shubhneet Kumar, Adv. for R-2 alongwith R-2 in person.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

05.02.2026

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1. By virtue of the present petition under *Section 528* of the Bharatiya Nagarik Suraksha Sanhita, 2023 (**BNSS**) (erstwhile *Section 482* of the Code of Criminal Procedure, 1973), the petitioners seek quashing of FIR No.811/2019 dated 18.12.2019 registered at PS.: Seemapuri, Delhi under *Sections 498A/406/34/ 342/120B/370/506/376* of the Indian Penal Code, 1860 (**IPC**) read with *Section 4* of the Protection of Children from Sexual Offence Act 2012 (**POCSO**), as also all other proceeding(s) emanating therefrom, in view of the Settlement Deed dated 13.12.2025 arrived at *inter se* the petitioners and the respondent no.2 herein.



2. At the outset, learned counsel for the petitioners submits that the present petition is accompanied by the Settlement Deed dated 13.12.2025 [**Annexure B**], and is also supported by affidavit(s) of all the petitioners and respondent no.2, alongwith their respective identity proofs.

3. Issue notice. Learned APP for the State accepts notice, and submits that he has no objection to the quashing of the aforesaid of FIR No.811/2019 dated 18.12.2019.

4. Respondent no.2, present in Court, also accepts notice and confirms that the petitioner no.2 and respondent no.2 have already been granted Talaq by mutual consent *vide* Talaq-E-Ahsaan dated 10.12.2025. Further, she affirms that she has also entered into the Settlement Deed dated 13.12.2025 [**Annexure B**] with the petitioners, in compliance whereof, the petitioners have already paid her a total sum of Rs.2,00,000/-, and also handed over a further sum of Rs.2,20,000/- in Court today as a full and final settlement *qua* all her claims including alimony, maintenance (present, past and future), stridhan etc., *vide* Cheque/ Demand Draft No.441591 dated 30.01.2026 (Bank: State Bank of India, Branch: Primary Health Centre branch in Shamli, Uttar Pradesh). Lastly, respondent no.2 states that she has no objection to the quashing of the said FIR No.811/2019 dated 18.12.2019.

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

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 No.811/2019 dated 18.12.2019 will be an exercise in futility.

7. Accordingly, the present petition is allowed and FIR No.811/2019 dated 18.12.2019 registered at PS: Seemapuri, Delhi under *Sections 498A/406/34/342/120B/370/506/376* of IPC read with *Section 4* of POCSO, and all other proceedings emanating therefrom are quashed.

8. As such, the petition is disposed of.

SAURABH BANERJEE, J

FEBRUARY 5, 2026/bh