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

+ **CRL.M.C. 1028/2026**

NAVEEN MALHOTRA AND ORSPetitioners

Through: Mr. Naresh Talwar & Mr. Archit
Talwar, Advocates alongwith
Petitioners in Person.

versus

THE STATE OF NCT OF DELHI AND ANRRespondents

Through: Mr. Hitesh Vali, APP for State,
with W/SI Seema PS Prashant
Vihar.

Mr. Naresh Dahiya, Advocate for
R-2 alongwith R-2 in Person.

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

% **06.02.2026**

CRL.M.A. 4022/2026 (Exemption)

Exemption allowed, subject to all just exceptions.

The application stands disposed of.

CRL.M.C. 1028/2026

1. The present petition has been filed under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 ["BNSS"] (corresponding to Section 482 of the Code of Criminal Procedure, 1973 ["CrPC"]), seeking quashing of FIR No. 201/2024 dated 11.05.2024, registered at Police Station Prashant Vihar, under Sections 498A/406/34 of the Indian Penal Code, 1860 ["IPC"], alongwith all proceedings emanating therefrom, on the ground that the disputes between the parties have been amicably settled.



2. Issue notice. Mr. Hitesh Vali, learned Additional Public Prosecutor, accepts notice on behalf of the State. Mr. Subodh Gupta, learned counsel, accepts notice on behalf of respondent No.2.
3. The petition is taken up for disposal with the consent of learned counsel for the parties.
4. The impugned FIR was registered at the instance of respondent No. 2, who was married to petitioner No. 1. Petitioner No. 2 is the mother of petitioner No. 1. No child has been born out of the wedlock.
5. The marriage between petitioner No. 1 and respondent No. 2 was solemnised on 21.05.2022. Owing to matrimonial discord and temperamental differences, the parties have been residing separately since 07.07.2022.
6. Subsequent to leaving the matrimonial home, respondent No. 2 approached the Crime Against Women Cell, Rohini, which culminated in the registration of the present FIR on 11.05.2024. The charge-sheet in the said matter is yet to be filed.
7. During the pendency of the proceedings, the parties have amicably resolved all their disputes and entered into a settlement, which has been reduced into writing in the form of a Compromise Deed/Memorandum of Understanding dated 27.08.2025.
8. In terms of the settlement, the petitioners agreed to pay respondent No. 2 a total sum of Rs. 14,00,000/- towards full and final settlement of all claims arising out of the matrimonial relationship. Respondent No. 2 has confirmed before this Court that the entire settlement amount has been received.
9. The parties have jointly affirmed before this Court that the



settlement has been arrived at voluntarily, of their own free will, and without any coercion, undue influence, or pressure. Learned counsel appearing for the parties have also confirmed the voluntary nature of the settlement.

10. The petitioners are present before this Court and have been duly identified by their learned counsel as well as by the Investigating Officer. Respondent No. 2 is also present in Court and has been duly identified by her learned counsel and the Investigating Officer.

11. In view of the aforesaid settlement and the resolution of all *inter se* disputes between the parties, the petitioners seek to quash the impugned FIR and all proceedings emanating therefrom.

12. The Compromise Deed further envisaged dissolution of the marriage between petitioner No. 1 and respondent No. 2 by mutual consent. Pursuant thereto, the marriage between the parties has been dissolved by a decree of divorce by mutual consent passed in HMA No. 1729/2025 by the learned Family Court, North District, Rohini Courts, Delhi, on 31.10.2025.

13. Although the offence under Section 498A IPC is non-compoundable, it is well settled that the High Court, in exercise of its inherent powers under Section 528 BNSS (corresponding to Section 482 CrPC), may quash criminal proceedings even in respect of non-compoundable offences where the dispute has been amicably settled, provided such quashing does not affect any overarching public interest.

14. The Supreme Court, in *Gian Singh v. State of Punjab & Anr.*¹ has held as follows:



“58. Where the High Court quashes a criminal proceeding having regard to the fact that the dispute between the offender and the victim has been settled although the offences are not compoundable, it does so as in its opinion, continuation of criminal proceedings will be an exercise in futility and justice in the case demands that the dispute between the parties is put to an end and peace is restored; securing the ends of justice being the ultimate guiding factor. No doubt, crimes are acts which have harmful effect on the public and consist in wrongdoing that seriously endangers and threatens the well-being of the society and it is not safe to leave the crime-doer only because he and the victim have settled the dispute amicably or that the victim has been paid compensation, yet certain crimes have been made compoundable in law, with or without the permission of the court. In respect of serious offences like murder, rape, dacoity, etc., or other offences of mental depravity under IPC or offences of moral turpitude under special statutes, like the Prevention of Corruption Act or the offences committed by public servants while working in that capacity, the settlement between the offender and the victim can have no legal sanction at all. However, certain offences which overwhelmingly and predominantly bear civil flavour having arisen out of civil, mercantile, commercial, financial, partnership or such like transactions or the offences arising out of matrimony, particularly relating to dowry, etc. or the family dispute, where the wrong is basically to the victim and the offender and the victim have settled all disputes between them amicably, irrespective of the fact that such offences have not been made compoundable, the High Court may within the framework of its inherent power, quash the criminal proceeding or criminal complaint or FIR if it is satisfied that on the face of such settlement, there is hardly any likelihood of the offender being convicted and by not quashing the criminal proceedings, justice shall be casualty and ends of justice shall be defeated. The above list is illustrative and not exhaustive. Each case will depend on its own facts and no hard-and-fast category can be prescribed.”²

Further, in *Narinder Singh & Ors. v. State of Punjab & Anr.*³, the Supreme Court has also laid down guidelines for High Courts while accepting settlement deeds between parties and quashing the proceedings. The relevant observations in the said decision read as under:

¹ (2012) 10 SCC 303.

² Emphasis supplied.

³ (2014) 6 SCC 466.



“29. In view of the aforesaid discussion, we sum up and lay down the following principles by which the High Court would be guided in giving adequate treatment to the settlement between the parties and exercising its power under Section 482 of the Code while accepting the settlement and quashing the proceedings or refusing to accept the settlement with direction to continue with the criminal proceedings:

29.1. Power conferred under Section 482 of the Code is to be distinguished from the power which lies in the Court to compound the offences under Section 320 of the Code. No doubt, under Section 482 of the Code, the High Court has inherent power to quash the criminal proceedings even in those cases which are not compoundable, where the parties have settled the matter between themselves. However, this power is to be exercised sparingly and with caution.

29.2. When the parties have reached the settlement and on that basis petition for quashing the criminal proceedings is filed, the guiding factor in such cases would be to secure:

(i) ends of justice, or

(ii) to prevent abuse of the process of any court.

While exercising the power the High Court is to form an opinion on either of the aforesaid two objectives.

29.3. Such a power is not to be exercised in those prosecutions which involve heinous and serious offences of mental depravity or offences like murder, rape, dacoity, etc. Such offences are not private in nature and have a serious impact on society. Similarly, for the offences alleged to have been committed under special statute like the Prevention of Corruption Act or the offences committed by public servants while working in that capacity are not to be quashed merely on the basis of compromise between the victim and the offender.

29.4. On the other hand, those criminal cases having overwhelmingly and predominantly civil character, particularly those arising out of commercial transactions or arising out of matrimonial relationship or family disputes should be quashed when the parties have resolved their entire disputes among themselves.

29.5. While exercising its powers, the High Court is to examine as to whether the possibility of conviction is remote and bleak and continuation of criminal cases would put the accused to great oppression and prejudice and extreme injustice would be caused to him by not



quashing the criminal cases.”⁴

15. In the present case, the dispute between the parties arises purely out of a matrimonial relationship, which has already culminated in a decree of divorce by mutual consent. Respondent No. 2 has unequivocally affirmed before this Court that the settlement has been entered into voluntarily and without any coercion or undue influence. Applying the principles laid down by the Supreme Court, I am of the view that the continuation of the criminal proceedings would be an empty formality, as the likelihood of conviction is remote and bleak. Such continuation would merely add to the burden on the criminal justice system and result in unnecessary consumption of public resources.

16. In view of the fact that the entire settlement amount of Rs.14,00,000/- has been received by respondent No. 2 and no dispute survives between the parties, I find no impediment in granting the relief sought.

17. In view of the foregoing, the petition is allowed, and FIR No. 201/2024 dated 11.05.2024, registered at Police Station Prashant Vihar, under Sections 498A/406/34 of the IPC, together with all consequential proceedings arising therefrom, is hereby quashed.

18. The parties shall continue to be bound by the terms of the settlement.

19. The petition accordingly stands disposed of.

PRATEEK JALAN, J

FEBRUARY 6, 2026/‘pv’/SD/

⁴ Emphasis supplied.