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

+ **CRL.M.C. 1166/2026 & CRL.M.A. 4665/2026-Exp**

ARJUN SAGAR

.....Petitioner

Through: Mr. Varun Mittal and Mr. Sanjay
Kumar, Advocates.

versus

STATE OF NCT OF DELHI AND ANR.

.....Respondent

Through: Ms. Meenakshi Dahiya, APP with
SI Arti Singh, PS-Begumpur.
Mr. Sumit Kumar Yadav, Ms.
Akanksah Tripathi and Mr. Akash
Tandon, Advocates for R-2.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

11.02.2026

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1. By virtue of the present petition under *Section 528* of the Bharatiya Nagarik Suraksha Sanhita, 2023 (***BNSS***), the petitioner seeks quashing of FIR No.453/2021 dated 06.10.2021 registered at PS: Begum Pur under *Sections 354/354(A)/354(C)* of the Indian Penal Code, 1860 (***IPC***) and all proceedings emanating therefrom in view of the Memorandum of Understanding (***MoU***) dated 08.01.2026 arrived at *inter se* the brother of the petitioner and the respondent no.2 as also in view of the Compromise-cum-Settlement Deed dated 06.02.2026 arrived at between the petitioner and respondent no.2.

2. The present petition is accompanied by the said MoU dated 08.01.2026 [***Annexure P3***] and Compromise-cum-Settlement Deed dated 06.02.2026 [***Annexure P4***] and is also supported by affidavit of the



petitioner and respondent no.2, alongwith their respective proofs of identity.

3. Issue notice.

4. Learned APP for the State accepts notice and submits that he has no objection to the quashing of the aforesaid FIR No.453/2021 dated 06.10.2021.

5. Respondent no.2, present in Court, also accepts notice and confirms that the marriage of the petitioner's brother and respondent no.2 has been mutually dissolved vide order dated 06.02.2026 under *Section 13B(2)* of the Hindu Marriage Act, 1955. She further affirms the terms of the MoU dated 08.01.2026 whereby the brother of the petitioner has already paid her a sum of Rs.27,00,000/- and has further paid her the final instalment of the remaining amount being Rs.15,00,000/- via DD dated 07.02.2026 in CRL.M.C. 1165/2026 today in Court as full and final settlement of all her claims including alimony, maintenance (present, past and future), etc. She further affirms the terms of the Compromise-cum-Settlement Deed dated 06.02.2026. Lastly, she further states that she has no objection to the quashing of FIR No.453/2021 dated 06.10.2021.

6. Additionally, petitioner and respondent no.2, present in Court, have been identified by the IO and their credentials, as on record, have been duly verified.

7. As a Settlement has already been arrived at between the parties, they shall remain bound by all the terms and conditions contained therein. In view thereof, as the parties have willingly settled all their disputes which gave rise to the present FIR, there is no reason for the present FIR to be kept pending. 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 No.453/2021 dated 06.10.2021 will be an exercise in futility.

8. Accordingly, the present petition is allowed and FIR No.453/2021 dated 06.10.2021 registered at PS: Begum Pur under Sections 354/354(A)/354(C) of the IPC and all other proceedings emanating therefrom are quashed.

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

SAURABH BANERJEE, J

FEBRUARY 11, 2026/NA