



\$~23

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

+ **W.P.(CRL) 644/2026 & CRL.M.A. 6020/2026-Exp**

MANOJ KUMAR & ANR.

.....Petitioners

Through: Mr. Raj Kumar, Ms. Vandana Sachdeva, Mr. Sumit Choudhary and Mr. Ankit, Advocates with petitioners in person

versus

STATE GOVT OF NCT OF DELHI & ANR.Respondents

Through: Ms. Anisha Gupta, Advocate for Ms. Rupali Bandhopadhyaya, ASC for State with ASI Parmod Kumar, PS: Burari
Mr. Harish Chand Sharma, Ms. Poonam B. Sharma, Advocates for R-2 with R-2 in person

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

%

26.02.2026

9. 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 quashing of FIR No.661/2024 dated 22.10.2024 registered at PS.: Burari under *Sections 498A/406/34* of the Indian Penal Code, 1860 (**IPC**) and all proceedings emanating therefrom, in view of the Mediation Settlement dated 18.10.2025 arrived at between the petitioners and the respondent no.2 before the Delhi Mediation Centre, Tis Hazari Courts, New Delhi, which is accompanied by their respective proofs of identities.



10. The present petition is accompanied by the aforesaid Mediation Settlement dated 18.10.2025 [**Annexure B**], and is also supported by affidavits of the petitioners and of respondent no.2, alongwith proofs of their respective I.Ds.

11. Issue notice. Learned ASC for the State accepts notice and confirms that she has no objection to the quashing of the aforesaid FIR.

12. Respondent no.2, present in Court, also accepts notice and confirms that the learned Judge, Family Courts, Tis Hazari Courts, Delhi has granted a Decree of Divorce by mutual consent to the petitioner no.1 and respondent no.2 *vide* order dated 23.01.2026. Further, she affirms that prior thereto she has also entered into the Mediation Settlement with the petitioners in compliance whereof, the petitioners have already paid her a total sum of Rs.6,00,000/-, and also handed over a further sum of Rs.3,00,000/- *vide* Cheque/ Demand Draft No.000137 dated 18.02.2026 (AU Small Finance Bank, Branch: Saket South, Delhi) in Court today as a full and final settlement *qua* all her claims including alimony, maintenance (present, past and future), stridhan etc. Lastly, respondent no.2 states that she has no objection to the quashing of the aforesaid FIR.

13. Learned counsel for the respondent no.2 has handed over the keys of the shared household to the petitioners after vacating the same.

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

15. Since, a Settlement has already been arrived at voluntarily between the parties, as also since, accompanying affidavit(s) of the parties involved have also been filed herewith, and the parties have agreed to remain bound



by all the terms and conditions thereof, 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*, continuation of the aforesaid FIR against the petitioners will be an exercise in futility.

16. Accordingly, the petition is allowed and FIR No.661/2024 dated 22.10.2024 registered at PS.: Burari under Sections 498A/406/34 of the IPC and all proceedings emanating therefrom are hereby quashed.

17. Accordingly, the petition is disposed of in the aforesaid terms.

SAURABH BANERJEE, J.

FEBRUARY 26, 2026/So