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

+ **W.P.(CRL) 729/2026**

MD. ASRAF & ORS.

.....Petitioners

Through: Mr. Mohd. Shamikh and Mr. Mohd. Javed, Advocates with petitioners (in-person).

versus

STATE OF DELHI & ANR.

.....Respondents

Through: Mr. Anand V. Khatri, ASC for the State.
Mr. Vineet Kumar, Mr. Sanjay Sharma and Ms. Divya, Advocates for R-2 with R-2 (in-person).
SI Aditi, P.S.: Shakarpur.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

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10.03.2026

CRL.M.A. 6915/2026 (exemption)

Exemption granted, subject to just exceptions.

The application stands disposed-of.

W.P.(CRL) 729/2026

By way of the present petition filed under Article 226 of the Constitution of India read with section 528 of the Bharatiya Nagarik Suraksha Sanhita 2023, the petitioners, who are former husband and in-laws of the complainant/respondent No. 2, seek quashing of case FIR No.0881/2023 dated 08.11.2023 registered under sections



498A/406/34 of the Indian Penal Code, 1860 ('IPC') at P.S.: Shakarpur, East Delhi.

2. The petition is premised on Mediated Settlement Agreement dated 13.01.2026 arrived at before the Delhi Mediation Centre, Karkardooma Courts, Delhi.
3. Parties are stated to have undergone divorce in accordance with Muslim Personal Law. Upon query, learned counsel for the petitioners informs the court that parties have undergone '*khula*', as permissible under the Muslim Personal Law, which petitioner No.1(husband) is not challenging.
4. The petition is supported by affidavits of the petitioners, as also of respondent No. 2, alongwith proof of their IDs.
5. The petitioners as well as respondent No. 2 are present in court. Their credentials have been verified and they have also been identified by their respective counsel.
6. The parties have confirmed that one child, viz. Mohd. Ayan Ashraf was born from the wedlock, who is minor as of date.
7. The court has queried respondent No. 2, who confirms that a settlement agreement has been signed between the parties; and that in full-and-final settlement of all her claims including towards maintenance (past, present and future), *meher/iddat*, dowry articles, jewellery, permanent alimony, etc., she was to receive a sum of Rs.12,00,000/- from petitioner No.1; out of which Rs.7,00,000/- was paid earlier and Rs.5,00,000/- has been paid in court today, in compliance of the terms of the settlement agreement. Respondent



No. 2 confirms that all aspects of the settlement have now been performed.

8. However, there appears to be a contradiction in clause 10(i) of the settlement agreement, inasmuch as though the agreement records that petitioner No.1 (father) shall have no custody or visitation rights to the minor child, who shall remain in the custody of respondent No.2 (mother); in the same clause, it is also stated that “the convenience of minor child shall be kept in mind while visitation”. Evidently, the settlement agreement suffers from non-application of mind.
9. Upon being queried, the parties have stated that as per their mutual agreement, the father will have no visitation rights to the minor child. This however, will not affect the rights of the child to meet his father, if he so desires, subject to logistical convenience of the parties. The parties shall be bound by this position.
10. The learned Mediator is directed to remain careful in future; and to not use templates while drawing up settlement agreements, which affect the rights not only of the parties, but also of their minor children.
11. Mr. Anand V. Khatri, learned ASC confirms that the State has no objection to the subject FIR being quashed.
12. In the circumstances, in line with the law laid down by the Supreme Court in *Gian Singh vs. State of Punjab & Anr.* reported as (2012) 10 SCC 303 as also in *Narinder Singh & Ors. vs. State of Punjab & Anr.* reported as (2014) 6 SCC 466, this court sees no reason why the subject FIR and all proceedings emanating therefrom should not be quashed. This court is of the view that in light of the settlement



between the contesting parties, continuing with the subject FIR and all subsequent proceedings would be an exercise in futility and would not be conducive to peace and harmony between the parties.

13. Furthermore, it is clarified that in view of the observations made by a Division Bench of this court in judgment dated 07.11.2024 in MAT.APP.(F.C.) No.37/2023, it is made clear that nothing in this order is to be construed as this court having given its imprimatur on the validity or the otherwise of the divorce taken by the parties in accordance with their personal law.
14. Needless to add that the settlement between the parties leading to the closure of all criminal proceedings by way of the present order will also, in no way, affect the property rights and other rights of the minor child, namely Mohd. Ayan Ashraf *vis-à-vis* his parents, as may be available under law, in any manner whatsoever.
15. Accordingly, case FIR No.0881/2023 dated 08.11.2023 registered under sections 498A/406/34 of the IPC at P.S.: Shakarpur, East Delhi is quashed. All proceedings arising therefrom also stand closed.
16. Petition stands disposed-of.
17. Pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

MARCH 10, 2026

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