



2026:DHC:2095



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
% ***Date of Decision: 12th March, 2026***

+ CRL.M.C. 1781/2026&CRL.M.A. 7308/2026

ABHISHEK DHALLWAL & ORS.Petitioner

Through: Mr. Yuganshu Sharma with Mr.
Sarhak Vashishth, Advocates along
with petitioners.

versus

THE NCT OF DELHI & ANR.Respondent

Through: Mr. Raj Kumar, APP with SI Anita
and SI Shiwali.

Mr. Johnny, Advocate alongwith
Respondent No.2 in person.

CORAM:

HON'BLE MR. JUSTICE MANOJ JAIN

JUDGMENT (oral)

1. Petitioners herein seek quashing of FIR No.549/2020, dated 17.09.2020, registered at P.S. Keshav Puram, Delhi, for commission of offences under Sections 498A/406/34 IPC, along with all consequential proceedings arising therefrom, on the basis of compromise arrived at between the parties.
2. The marriage between complainant (respondent No.2 herein) and petitioner No.1 was solemnized on 10.12.2017, as per Hindu rites and ceremonies. There is one baby-boy from the abovesaid wedlock.
3. However, due to certain temperamental differences, the parties started living separately since 2019 and on the basis of report lodged by respondent no. 2, abovesaid FIR was registered.
4. The charge-sheet has, though, been filed, the charges are yet to be ascertained.
5. Fact remains that both the parties were able to amicably sort out their



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all differences and have agreed to part ways in a graceful manner. They have, accordingly entered into *Memorandum of Understanding* (MoU) on 22.01.2025.

6. Respondent no. 2 is present in-person and is duly identified by IO and her counsel.

7. When asked, respondent no. 2 reiterated the terms of settlement and submits that the matter has been amicably settled and has already taken divorce by way of mutual consent on 04.10.2025. She submits that the abovesaid MoU, which bears her signatures and thumb impression, has been entered into by her with her own free will and without any pressure, coercion and influence from any corner whatsoever.

8. She submits that as per the mutual settlement, she has agreed to accept a sum of Rs. 13.50 lacs towards full and final satisfaction of her claims including *istridhan*, maintenance, alimony etc. (past, present and future). She submits that she already received a sum of Rs. 8 lacs and the balance amount of Rs. 5.50 lacs has been received by her today during the course of proceedings, by way of Demand Draft bearing No. 977091 dated 11.03.2026 drawn on Kotak Mahindra Bank.

9. She also submits that she has already received back her *istridhan* and as per the terms of abovesaid settlement, the custody of their son would remain with her, with no visitation rights to petitioners. She also submits that she would have '*no objection*' if the FIR in question is quashed.

10. Petitioner Nos. 2 and 5 are present through *video-conferencing* while rest of the petitioners are present in-person and all of them undertake to comply with the terms of settlement.

11. Next date of hearing before the learned Trial Court is stated to be



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15.04.2026.

12. In view of the settlement arrived at between the parties, continuing with criminal proceedings would serve no useful purpose, especially, when dispute does not involve any public interest and is, primarily, private in nature. In any case, even the complainant does not wish to press any charges against the petitioners.

13. Continuing with the criminal proceedings would thus be an exercise in futility and the trial would serve no fruitful purpose and further proceedings would rather result in hostility between the parties, defeating the very purpose of their settlement. In view thereof, it is deemed appropriate to quash the instant FIR in exercise of the inherent powers vested in this Court under Section 528 of the BNSS.

14. Consequently, to secure the ends of justice, FIR No.549/2020, dated 17.09.2020, registered at P.S. Keshav Puram, Delhi, for commission of offences under Sections 498A/406/34 IPC, along with all consequential proceedings arising therefrom, is hereby, quashed subject to depositing total cost of Rs. 25,000/- with concerned *District Legal Services Authority* within four weeks. Proof of such deposit along with copy of MoU, original affidavits of petitioners as well as respondent no. 2, copies of which have been filed with the present petition, be submitted before the learned Trial Court on or before next date of hearing before learned Trial Court.

15. The petition stands disposed of in aforesaid terms.

16. Application also stands disposed of in aforesaid terms.

(MANOJ JAIN)
JUDGE

MARCH 12, 2026/sw/sa