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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CRL.M.C. 2068/2026

KESHAV GUPTA & ORS.

.....Petitioners

Through: Mr. Rohit Sharma, Ms. Arushi Singh
and Mr. Nalin Yadav, Advocates.

Petitioners Nos1, 4 and 5 are present
in court.

Petitioners Nos.2 and 3 *via* video-
conferencing.

versus

THE STATE NCT OF DELHI AND ANR

.....Respondents

Through: Ms. Kiran Bairwa, APP for State.
SI Prem, P.S.: KNK Marg.

Ms. Mamta Rani, Advocate for R-2.
R-2 in-person.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

20.03.2026

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By way of the present petition filed under section 528 of the Bharatiya Nagarik Suraksha Sanhita 2023, the petitioners, who are the former husband and in-laws of the complainant/respondent No.2, seek quashing of case FIR No.189/2023 dated 20.05.2023 registered under sections 498-A/406/34 of the Indian Penal Code, 1860 ('IPC') at P.S.: K.N. Katju Marg, Delhi.

2. The petition is premised on Memorandum of Understanding/ Settlement dated 19.11.2025 arrived-at between the parties; and Divorce Decree dated 17.01.2026, which is the culmination of petitions under sections 13B(1) and 13B(2) of the Hindu Marriage Act 1955, whereby the parties had sought dissolution of their marriage by mutual consent.



3. The petition is supported by affidavits of the petitioners, as also of respondent No.2, alongwith proof of their IDs.
4. Petitioners Nos.1, 4, and 5 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. Petitioners Nos.2 and 3 have joined the proceedings *via* video-conferencing.
5. The parties have confirmed that one child, *viz.* Esha, was born from the wedlock, who is minor as of date.
6. No appeal is stated to have been filed from the divorce decree.
7. The court has queried respondent No. 2, who confirms that she has taken divorce by mutual consent; and that a memorandum of understanding/settlement has been signed between the parties; and that in full-and-final settlement of all her claims including towards maintenance (past, present, and future), *stridhan*, dowry articles, jewellery, permanent alimony, etc., she was to receive a sum of Rs. 26,00,000/-from petitioner No.1; out of which Rs. 20,00,000/- was paid earlier and Rs. 6,00,000/- has been paid in court today in the name of the minor child, in compliance of the terms of the memorandum of understanding/settlement. Respondent No. 2 confirms that all aspects of the settlement have now been performed.
8. Ms. Kiran Bairwa, learned APP confirms that the State has no objection to the subject FIR being quashed.
9. 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.

10. Accordingly, FIR No.189/2023 dated 20.05.2023 registered under sections 498-A/406/34 of the IPC at P.S.: K.N. Katju Marg, Delhi is quashed. All proceedings arising therefrom also stand closed.
11. Though, as per the settlement and arrangement between the parties, the minor daughter shall remain in the custody of respondent No.2, petitioner No.1 (father) and his parents will have right to 02 meetings in a month with the minor daughter, it is made clear that nothing in this settlement would affect the right of the minor child to meet her father, if and when she so desires, subject to logistical convenience of the parties.
12. Furthermore, it is noticed that clause (X) of the memorandum of understanding/settlement ousts the minor daughter from any share in the movable/immovable properties of her father. This provision has been put to the parties who are present in court. Upon query, petitioner No. 1 (father) submits that he does not wish to oust his daughter from any property rights that she may have in his properties, whether movable or immovable. It is accordingly observed that the aforesaid clause shall be of no force or effect insofar the daughter is concerned; and nothing contained in the settlement between the parties, leading to the closure of all criminal proceedings by way of the present order, will in any way affect the property rights and other



rights of the daughter, namely Esha *vis-à-vis* her father, as may be available under law, in any manner whatsoever.

13. Petition stands disposed-of.
14. Pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

MARCH 20, 2026/ak