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

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Date of Decision: 13th May, 2026

+ CRL.M.C. 1528/2025

PANKAJ GUPTA & ANR.

.....Petitioners

Through: Ms. Prakriti Rastogi with
Mr. Shivendra Singh, Ms. Aryama
Singh Rajput, Advocates
Petitioner No.1 (through V.C.)

versus

STATE (NCT OF DELHI) & ANR.

.....Respondents

Through: Mr. Raj Kumar, APP for the State with
SI Nitesh Mahiya, PS Sagar Pur.
Respondent No.2 through V.C.

CORAM:

HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T (oral)

1. Petitioners herein seek quashing of FIR No. 103/2021 dated 01.03.2021, registered at Police Station Sagar Pur, 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. Marriage between petitioner No.1 and respondent No.2 was solemnized on 18.01.2013, as per Hindu rites and customs. They were blessed with a baby boy, who is presently with her mother i.e. respondent No.2 herein.
3. However, on account of some matrimonial discord and temperamental differences, respondent No. 2 reported the matter to the police which resulted in registration of aforesaid FIR.
4. Charge-sheet has been filed. The next date before the learned Trial



Court is stated to be 28.05.2026.

5. Fact, however, remains that parties have been able to settle all their matrimonial disputes and have entered into *Memorandum of Settlement* on 17.08.2024.

6. It is in the abovesaid backdrop that quashing is being sought.

7. Petitioners have joined the proceedings through *video-conferencing*.

8. Respondent no. 2 has also joined the proceedings through *video-conferencing* and has been duly identified by Investigating Officer, who is present in Court.

9. When asked, respondent No. 2 reiterates the terms of settlement as mentioned in *Memorandum of Settlement* dated 17.08.2024. She submits that a sum of Rs.14 lacs has been paid by way of fixed deposit in the name of their son Master Arav Gupta and as per the terms of settlement, flat No.H-963, Sanskriti Vihar/GC-10, Gaur City-2, Plot GH-03, Sector-16C, Greater Noida West, Uttar Pradesh has been transferred in the name of their son Arav Gupta by her and also by petitioner No.1. Custody of aforesaid child would be with respondent No. 2, with visitation rights to petitioner No. 1. She states that she has entered into the abovesaid settlement out of her own free will, without any coercion and influence from any corner whatsoever and therefore, she would have '*no objection*' if FIR in question is quashed.

10. Parties have already taken divorce by way of mutual consent on 21.09.2024.

11. 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.

12. Accordingly, exercising inherent powers vested in this Court under Section 528 of *Bharatiya Nagarik Suraksha Sanhita, 2023*, it is deemed appropriate to quash the instant FIR.

13. Consequently, to secure the ends of justice, FIR No. 103/2021 dated 01.03.2021, registered at Police Station Sagar Pur, for commission of offences under Sections 498A/406/34 IPC, along with all consequential proceedings arising therefrom, is, hereby, quashed subject to petitioners' depositing total cost of Rs. 20,000/- with *NDBA Members Welfare fund Account* [Acc No. 18580110013847, IFSC Code UCBA0001858, UCO Bank, Patiala House] within two weeks from today.

14. Proof of deposit of cost and Original *Memorandum of Understanding* dated 17.08.2024 as well as original affidavits of the parties be submitted before the learned Trial Court.

15. The petition stands disposed of in aforesaid terms.

16. Pending application also stands disposed of.

(MANOJ JAIN)
JUDGE

MAY 13, 2026/st/sy