



\$~66

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

+ **CRL.M.C. 2335/2026**

GANESH AGGARWAL AND ORS

.....Petitioners

Through: Mr. Shubham Garg, Mr. Ankur Shukla, Advs. with petitioners in person.

versus

STATE OF NCT OF DELHI AND ANR

.....Respondents

Through: Mr. Satish Kumar, APP for the State with Mr. Dinesh Kumar and Ms. Upasana Bakshi, Advs.

SI Harshvardhan Arya, PS-Farsh Bazar.

Mr. Daljeet Singh, Adv. with R-2 present in person.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

30.03.2026

%

CRL.M.A. 9503/2026 (*Delay of 44 days in re-filing*)

1. By virtue of the present application, the petitioners seek condonation of a delay of 44 *days* in re-filing of the present petition.
2. Issue notice.
3. Learned APP for the State accepts notice. He submits that he has no objection if the present application is allowed.
4. For the reasons stated in the present application, as also the no objection given by the learned APP, the present application is allowed and the delay of 44 *days* in re-filing of the present petition is condoned.



5. As such, the application is disposed of.

CRL.M.C. 2335/2026

6. By virtue of the present petition under *Section 528* of the Bharatiya Nagarik Suraksha Sanhita, 2023 (*BNSS*), the petitioners seek quashing of the FIR No.0338/2024 dated 22.06.2024 registered at PS.: Farsh Bazar, Shahdara, Delhi under *Sections 498A/406/34* of the Indian Penal Code, 1860 (*IPC*) and all proceedings emanating therefrom, in view a Certificate of Settlement dated 02.12.2025, whereby the petitioner no.1 and the respondent no.2 have mutually and amicably resolved their disputes and the petition is accompanied by the respective proofs of identities of the parties herein.

7. Issue notice.

8. Learned APP for the State accepts notice and submits that he has no objection to the quashing of the aforesaid FIR.

9. Respondent no.2, present in Court, also accepts notice and affirms the terms of the aforesaid Certificate of Settlement dated 02.12.2025, whereby the petitioner no.1 has already paid her a sum of Rs.3,00,000/- out of the total settlement amount of Rs.4,25,000/- and a Demand Draft dated 10.03.2026 bearing no.000262 of Rs.1,25,000/- (Axis Bank) has been handed over in Court to her today as full and final settlement of all her present, past and future claims including alimony, maintenance, etc. Respondent no.2 further submits that her marriage with the petitioner no.1 has since been dissolved by mutual consent under *Section 13B(2)* of the Hindu Marriage Act, 1995 *vide* Decree dated 09.01.2025, and as such, she has no objection to the quashing of the aforesaid FIR.

10. 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.

11. Facts disclose that a settlement has already been arrived voluntarily between the petitioner no.1 and the respondent no.2 and the present petition is accompanied by their respective affidavit(s) *qua* the said effect. In view thereof, the parties shall remain bound by all the terms and conditions of the settlement arrived *inter se* themselves. As such, 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***, since there is nothing left to corroborate and prove the case of the prosecution, continuation of the aforesaid FIR against the petitioners will be an exercise in futility.

12. Thus, the present petition is allowed and FIR No.0338/2024 dated 22.06.2024 registered at PS.: Farsh Bazar, Shahdara, Delhi under *Sections 498A/406/34* of the IPC and all proceedings emanating therefrom are hereby quashed.

13. Accordingly, the present petition, alongwith the pending application, is disposed of in the aforesaid terms.

SAURABH BANERJEE, J

MARCH 30, 2026/bh