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

% ***Date of Decision: 06.10.2026***

\# **CNR No.DLHC010130752026**

\+ **CRL.M.C. 2474/2026**

MUKESH SILSWAL & ANR. .....Petitioners

Through: Ms. Aparna Tiwari, Adv. along with Petitioner No.1 and 2.

versus

STATE NCT OF DELHI & ANR. .....Respondents

Through: Mr. Hemant Mehla, APP for the State along with Mr. Mayank Chaudhary and Mr. Naved, Advs.

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

SACHIN DATTA, J. (ORAL)

1. The present petition has been filed by the petitioners under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 ("BNSS") [corresponding to Section 482 of the Code of Criminal Procedure, 1973 ("CrPC")], seeking quashing of FIR No. 0555/2021 dated 22.07.2021, registered at Police Station Dabri, Delhi, under Sections 498A/406/34 of the Indian Penal Code, 1860 ("IPC"), and all consequential proceedings emanating therefrom.

2. The petitioner no.1 and the respondent no.2 were married on 29.09.2017 according to Hindu rites and ceremonies at Mayur Vihar, Phase-3, Delhi. One child was born on 31.01.2019 out of the said wedlock. The said child is now in the care and custody of the respondent no.2, in accordance with the mediation settlement arrived at between the parties. The parties have been living separately since 17.09.2019. The criminal proceedings in question

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arise out of the matrimonial disputes between them.

3. It is stated that the parties have amicably resolved their disputes before the Mediation Centre, Dwarka Courts, Delhi. The mediated settlement agreement is dated 18.07.2024 and the same has been appended as Annexure P-3 to the present petition. The true typed copy of the same is reproduced as under:-

MATTER BEFORE THE MEDIATION CENTRE, DWARKA COURTS, NEW DELHI

Cr. Case No. 8437/2022
FIR No. 555/2021
U/s 498A/406/34 IPC
PS: Dabri

State vs. Shanta Devi

Date: 18.07.2024

Connected Case:

1. HMA No. 2097/2021 under Section 13(1)(ia) of the Hindu Marriage Act, titled Mamta Ranakoti vs. Mukesh Silswal, pending before the Court of Sh. Paramjeet Singh, Ld. Principal Judge, Family Courts, South-West District, Dwarka Courts, New Delhi. Next Date of Hearing: 27.09.2024

Present: Ms. Mamta Ranakoti, Complainant/Wife in person.
Sh. Mukesh, Respondent/Husband along with Ld. Counsel Sh. Pankaj Kumar Tiwari.

1. The present case has been received for mediation from the Court of Ms. Valahali Singh, Ld. MM (Mahila Court-02), South-West District, Dwarka Courts, New Delhi.
2. At the outset, Sh. Mukesh, Respondent/Husband, submitted that being a family member he has full authority from the Respondent namely Smt. Shanta Devi to enter into this agreement and sign the settlement on their behalf. The process of mediation was explained to the parties and a joint session was held.
3. Brief Facts of the Case, The marriage between the Complainant/Wife Smt. Mamta Ranakoti and the Respondent/Husband Sh. Mukesh Silswal was solemnized on 29.09.2017 according to Hindu rites and ceremonies. Out of the said wedlock, one male child namely Master Shivansh (DOB: 31.01.2019) was born. Due to temperamental differences and

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certain other reasons, both parties have been living separately since 17.09.2019.

4. After mutual discussions, both parties have voluntarily, peacefully and amicably settled all their disputes without any coercion, pressure, undue influence, force, misrepresentation or mistake with respect to the present case as well as the above-mentioned connected case on the following terms and conditions:

a) It has been agreed between the parties that they shall seek divorce by mutual consent, which shall be filed jointly by the parties.

b) Both parties have agreed that the Respondent/Husband shall pay a total sum of Rs. 4,25,000/- (Rupees Four Lakh Twenty Five Thousand only) to the Complainant/Wife as well as for the child namely Master Shivansh, in full and final settlement of all her claims regarding maintenance, dowry articles, stridhan, permanent alimony and maintenance (past, present and future) by way of Demand Draft/Cash/Online Transfer/RTGS as under:

(i) A sum of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) shall be paid by the Respondent/Husband to the Complainant/Wife at the time of recording of their joint statement in the First Motion Petition under Section 13B(1) of the Hindu Marriage Act, which shall be jointly filed on or before 07.09.2024.

(ii) A sum of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) shall be paid by the Respondent/Husband to the Complainant/Wife at the time of recording of their joint statement in the Second Motion Petition under Section 13B(2) of the Hindu Marriage Act. Both parties shall move

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the second motion petition within fifteen days of expiry of the minimum statutory period or earlier as permissible under law.

(iii) The remaining sum of Rs. 1,25,000/- (Rupees One Lakh Twenty Five Thousand only) shall be paid by the Respondent/Husband to the Complainant/Wife at the time of quashing of FIR No. 555/2021, U/s 498A/406/34 IPC, PS Dabri, before the Hon'ble High Court of Delhi.

c) The Respondent/Husband shall move a petition for quashing of FIR No. 555/2021, U/s 498A/406/34 IPC, PS Dabri before the Hon'ble High Court of Delhi, within three months from the recording of statements in the Second Motion Petition (Divorce Decree). The Complainant/Wife shall cooperate in the said proceedings.

d) If the Complainant/Wife fails to appear at the time of recording of their joint statement in the Second Motion Petition under Section 13B(2) of the Hindu Marriage Act, she shall return double the amount received by her at the time of the First Motion Petition to the Respondent/Husband. In case the Respondent/Husband fails to abide by the terms of this settlement, the amount already paid by him shall stand forfeited.

e) It has been apprised to the parties that quashing of the FIR is the discretion of the Hon'ble High Court of Delhi

4. The mediated settlement agreement contemplates payment of a total sum of Rs.4,25,000/- in full and final settlement of all claims of the respondent no.2 as well as of the minor child, dissolution of the marriage by mutual consent and withdrawal of the *inter se* litigation. The said amount was payable in three tranches, *viz*., Rs.1,50,000/- at the time of recording of the

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joint statement in the first motion petition under Section 13-B(1) of the Hindu Marriage Act, 1955; Rs.1,50,000/- at the time of recording of the joint statement in the second motion petition under Section 13-B(2) thereof; and the balance sum of Rs.1,25,000/- at the time of quashing of the FIR in question. The petition records that a sum of Rs.3,00,000/- has already been paid to the respondent no.2, leaving a sum of Rs.1,25,000/- payable at the stage of quashing.

5. It is pointed out that the terms of the settlement agreement have been substantially complied with. The marriage between the petitioner no.1 and the respondent no.2 stands dissolved by a decree of divorce by mutual consent under Section 13-B(2) of the Hindu Marriage Act, 1955, vide judgment and decree dated 04.06.2025 passed by the Court of Ms. Nisha Saxena, learned Principal Judge, Family Court, South-West, Dwarka, Delhi, in HMA No.1033/2025.

6. A bank draft for Rs.1,25,000/-, being the balance amount payable to the respondent no.2 in terms of the settlement agreement, has been handed over by the petitioner no.1 to the respondent no.2 during the course of the hearing today.

7. The respondent no.2 confirms receipt of the said amount. The respondent no.2, who has been identified by the Investigating Officer, also affirms that the settlement agreement was entered into of her own free will and volition, and that all outstanding disputes between the parties stand resolved in terms thereof. She submits that she no longer wishes to pursue FIR No.0555/2021.

8. In this regard, it is apposite to refer to the decision of the Supreme

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Court in ***Gian Singh v. State of Punjab***, (2012) 10 SCC 303, wherein it has been held that criminal cases arising out of matrimony relating to dowry, etc., or family disputes, where the wrong is basically private or personal in nature and the parties have resolved their entire dispute, stand on a different footing for the purposes of quashing. The relevant extract reads as under:

> *"61. The position that emerges from the above discussion can be summarised thus: the power of the High Court in quashing a criminal proceeding or FIR or complaint in exercise of its inherent jurisdiction is distinct and different from the power given to a criminal court for compounding the offences under Section 320 of the Code. Inherent power is of wide plenitude with no statutory limitation but it has to be exercised in accord with the guideline engrafted in such power viz.: (i) to secure the ends of justice, or (ii) to prevent abuse of the process of any court. In what cases power to quash the criminal proceeding or complaint or FIR may be exercised where the offender and the victim have settled their dispute would depend on the facts and circumstances of each case and no category can be prescribed. However, before exercise of such power, the High Court must have due regard to the nature and gravity of the crime. Heinous and serious offences of mental depravity or offences like murder, rape, dacoity, etc. cannot be fittingly quashed even though the victim or victim's family and the offender have settled the dispute. Such offences are not private in nature and have a serious impact on society. Similarly, any compromise between the victim and the offender in relation to the offences under special statutes like the Prevention of Corruption Act or the offences committed by public servants while working in that capacity, etc.; cannot provide for any basis for quashing criminal proceedings involving such offences. <u>But the criminal cases having overwhelmingly and predominatingly civil flavour stand on a different footing for the purposes of quashing, particularly the offences arising from commercial, financial, mercantile, civil, partnership or such like transactions or the offences arising out of matrimony relating to dowry, etc. or the family disputes where the wrong is basically private or personal in nature and the parties have resolved their entire dispute. In this category of cases, the High Court may quash the criminal proceedings if in its view, because of the compromise between the*</u>

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> *offender and the victim, the possibility of conviction is remote and bleak and continuation of the criminal case would put the accused to great oppression and prejudice and extreme injustice would be caused to him by not quashing the criminal case despite full and complete settlement and compromise with the victim. In other words, the High Court must consider whether it would be unfair or contrary to the interest of justice to continue with the criminal proceeding or continuation of the criminal proceeding would tantamount to abuse of process of law despite settlement and compromise between the victim and the wrongdoer and whether to secure the ends of justice, it is appropriate that the criminal case is put to an end and if the answer to the above question(s) is in the affirmative, the High Court shall be well within its jurisdiction to quash the criminal proceeding."*

9. Specifically in the context of matrimonial disputes, the Supreme Court in ***Jitendra Raghuvanshi v. Babita Raghuvanshi***, (2013) 4 SCC 58, has held as under:

> *"14. The inherent powers of the High Court under Section 482 of the Code are wide and unfettered. In B.S. Joshi [(2003) 4 SCC 675 : 2003 SCC (Cri) 848], this Court has upheld the powers of the High Court under Section 482 to quash criminal proceedings where dispute is of a private nature and a compromise is entered into between the parties who are willing to settle their differences amicably. We are satisfied that the said decision is directly applicable to the case on hand and the High Court ought to have quashed the criminal proceedings by accepting the settlement arrived at.*
>
> *15. In our view, it is the duty of the courts to encourage genuine settlements of matrimonial disputes, particularly, when the same are on considerable increase. Even if the offences are non-compoundable, if they relate to matrimonial disputes and the Court is satisfied that the parties have settled the same amicably and without any pressure, we hold that for the purpose of securing ends of justice, Section 320 of the Code would not be a bar to the exercise of power of quashing of FIR, complaint or the subsequent criminal proceedings."*

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10. The said principles were reiterated and elaborated upon by the Supreme Court in ***Narinder Singh v. State of Punjab***, (2014) 6 SCC 466, in the following terms:

> *"29. In view of the aforesaid discussion, we sum up and lay down the following principles by which the High Court would be guided in giving adequate treatment to the settlement between the parties and exercising its power under Section 482 of the Code while accepting the settlement and quashing the proceedings or refusing to accept the settlement with direction to continue with the criminal proceedings:*
>
> *29.1. Power conferred under Section 482 of the Code is to be distinguished from the power which lies in the Court to compound the offences under Section 320 of the Code. No doubt, under Section 482 of the Code, the High Court has inherent power to quash the criminal proceedings even in those cases which are not compoundable, where the parties have settled the matter between themselves. However, this power is to be exercised sparingly and with caution.*
>
> *29.2. When the parties have reached the settlement and on that basis petition for quashing the criminal proceedings is filed, the guiding factor in such cases would be to secure:*
>
> *(i) ends of justice, or*
>
> *(ii) to prevent abuse of the process of any court.*
>
> *While exercising the power the High Court is to form an opinion on either of the aforesaid two objectives.*
>
> *29.3. Such a power is not to be exercised in those prosecutions which involve heinous and serious offences of mental depravity or offences like murder, rape, dacoity, etc. Such offences are not private in nature and have a serious impact on society. Similarly, for the offences alleged to have been committed under special statute like the Prevention of Corruption Act or the offences committed by public servants while working in that capacity are not to be quashed merely on the basis of compromise between the victim and the offender.*

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> *29.4. On the other hand, those criminal cases having overwhelmingly and predominantly civil character, particularly those arising out of commercial transactions or arising out of matrimonial relationship or family disputes should be quashed when the parties have resolved their entire disputes among themselves.*
>
> *29.5. While exercising its powers, the High Court is to examine as to whether the possibility of conviction is remote and bleak and continuation of criminal cases would put the accused to great oppression and prejudice and extreme injustice would be caused to him by not quashing the criminal cases."*

11. Although the offence under Section 498A IPC is non-compoundable, the aforesaid principles, enunciated in the context of Section 482 Cr.P.C., apply with equal force to the exercise of inherent powers under Section 528 of the BNSS (which is *pari materia* with Section 482 Cr.P.C). In the present case, the parties have amicably settled all their disputes in terms of the mediated settlement agreement dated 18.07.2024 arrived at before the Mediation Centre, Dwarka Courts, Delhi; the marriage has been dissolved by a decree of divorce by mutual consent; the entire settlement amount of Rs.4,25,000/- stands paid; and the respondent no.2, who has been identified by the Investigating Officer, has affirmed the settlement of her own free will and confirmed receipt of the balance amount payable thereunder. In these circumstances, the possibility of conviction is remote and bleak. As such, continuation of the prosecution would serve no useful purpose and would only amount to an abuse of the process of law.

12. Therefore, in terms of the *dicta* laid down by the Supreme Court in the aforesaid decisions, there is no impediment to acceding to the prayer made in

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the present petition and quashing of the concerned FIR.

13. Accordingly, the present petition is allowed. FIR No.0555/2021 dated 22.07.2021, registered at Police Station Dabri, Delhi, under Sections 498A/406/34 IPC, and all consequential proceedings emanating therefrom, stand quashed.

14. It is made clear that this order shall not be construed as affecting the rights of the minor child in any manner whatsoever.

15. The petition is disposed of in the above terms.

SACHIN DATTA, J

OCTOBER 6, 2026/*r,sd*

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