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

+ **CRL.M.C. 2580/2026**

MEGHDOOT BOSE AND ORS

.....Petitioners

Through: Ms. Namita Roy and Ms. Gopa
Biswas, Advocates.

versus

THE STATE NCT OF DELHI AND ANR

.....Respondents

Through: Ms. Kiran Bairwa, APP for the State.
Mr. Akash Tyagi, Advocate for R-1.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

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07.04.2026

CRL.M.A. 10509/2026 (exemption)

Exemption granted, subject to just exceptions.

The application stands disposed-of.

CRL.M.C. 2580/2026

By way of the present petition filed under section 528 of the Bharatiya Nagarik Suraksha Sanhita 2023, the petitioners (accused), who are the former husband and in-laws of respondent No. 2 (complainant), seek quashing of case FIR No.292/2023 dated 15.10.2023 registered under sections 498A/406/34 of the Indian Penal Code, 1860 ('IPC') at P.S.: Safdarjung Enclave, New Delhi.

2. The petition is premised on Compromise Deed-cum-Settlement Agreement dated 02.07.2025; and Divorce Decree dated 05.12.2025, which is the culmination of petitions under sections 28(1) and 28(2)



of the Special Marriage Act, 1954, 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. Petitioner No.1 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 to 4 have joined the proceedings *via* video-conferencing.
5. The parties have confirmed that no child was born from the wed-lock.
6. No appeal is stated to have been filed from the divorce decree.
7. The court has queried Ms. Jhelum Biswas, respondent No. 2, who confirms that she has taken divorce by mutual consent; and that a compromise deed-cum-settlement agreement has been entered into 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.15,00,000/- from petitioner No.1; out of which Rs. 10,00,000/- was paid earlier and Rs.5,00,000/- has been paid in court today, in compliance of the terms of the compromise deed-cum-settlement agreement. 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.292/2023 dated 15.10.2023 registered under sections 498A/406/34 of the IPC at P.S.: Safdarjung Enclave, New Delhi is quashed. All proceedings arising therefrom also stand closed.
11. Petition stands disposed-of.
12. Pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

APRIL 7, 2026/hb