



\$~77

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

+ **W.P.(CRL) 1268/2026**

**SYED ALI MUBASHIR AND ORS.**

.....Petitioners

Through: Mr. Govind Keshav and Mr.  
Randhir Kumar, Advocates.  
Petitioners through VC.

versus

**STATE NCT OF DELHI AND ANR**

.....Respondents

Through: Mr. Sanjay Lao, Standing Counsel.  
Mr. Zishaan Iskandan and Mr.  
Kumar Shailabh, Advocates for R-  
2.  
Respondent No.2 (Through VC)  
SI Amolak, PS-Mehrauli.

**CORAM:**

**HON'BLE MR. JUSTICE SAURABH BANERJEE**

**ORDER**

**21.04.2026**

%

**CRL.M.A. 12237/2026** (*For appearance through VC by R-2*)

1. By virtue of the present application, the applicant/ respondent no.2 seeks permission to appear before this Court through video conferencing as also to receive the demand draft of final installment of the settlement amount through her counsel.
2. For the reasons stated, the present application is allowed.
3. The present application is disposed of.

**W.P.(CRL) 1268/2026 & CRL.M.A. 12236/2026**

4. By virtue of the present petition under *Article 226* of the



Constitution of India read with *Section 528* of the Bharatiya Nagarik Suraksha Sanhita, 2023 (**BNSS**), the petitioners seek quashing of the FIR No.0610/2024 dated 21.09.2024 registered at PS.: Mehrauli under *Sections 498A/406/34* of the Indian Penal Code, 1860 (**IPC**) and all proceedings emanating therefrom, in view of Memorandum of Settlement dated 14.03.2026 (**Annexure P2**), whereby the petitioner no.1 and the respondent no.2 have mutually and amicably resolved their disputes.

5. Issue notice. Learned Standing Counsel for the State accepts notice and submits that he has no objection to the quashing of the aforesaid FIR.

6. Respondent no.2, present in Court through video conferencing, also accepts notice and affirms the terms of the aforesaid Memorandum of Settlement dated 14.03.2026. She submits that in compliance thereof out of total settlement amount of Rs.17,14,000/-, the petitioner no.1 has already paid her an amount of Rs.12,14,000/- and a Demand Draft being DD No.191745 dated 16.04.2026 (Canara Bank) of Rs.5,00,000/- handed over to her as full and final settlement of all her present, past and future claims including alimony, maintenance, etc.

7. Respondent no.2 further submits that her marriage with the petitioner no.1 has since been dissolved through certificate of divorce dated 12.04.2026, and as such, she has no objection to the quashing of the aforesaid FIR.

8. The petitioners, appearing through video conferencing, and the respondent no.2, who is also appearing through video conferencing, as well as their credentials as on record, have been identified by the Investigating Officer.

9. Facts disclose that a settlement has already been arrived voluntarily



between the petitioners and the respondent no.2 and the present petition is accompanied by their respective affidavit(s) *qua* the said effect. In view thereof, they 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.

10. Thus, the present petition is allowed and FIR No.0610/2024 dated 21.09.2024 registered at PS.: Mehrauli under *Sections 498A/406/34* of the IPC and all proceedings emanating therefrom are hereby quashed.

11. Accordingly, the present petition, alongwith the pending applications, is disposed of in the aforesaid terms.

**SAURABH BANERJEE, J**

**APRIL 21, 2026/NA**