



\$~14-Q

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

+ **CRL.M.C. 3077/2026 & CRL.M.A. 12535/2026**

**HITESH ARORA**

.....Petitioner

Through: **Mr. Sumit Arora, Advocate.**

versus

**THE STATE NCT OF DELHI & ANR.**

.....Respondent

Through: **Mr. Hitesh Vali, APP. SI Seema,  
PS-Dwarka Sec-23.**

**Mr. Priyank Sharma, Mr. Mayank  
Sharma, Mr. Sunil, Ms. Manju,  
Ms. Manisha, Mr. Amit Kr. Tyagi,  
Advocates for complainant.**

**CORAM:**

**HON'BLE MR. JUSTICE PRATEEK JALAN**

**ORDER**

%

**07.05.2026**

1. The present petition has been filed by the petitioner 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. 127/2024 dated 07.04.2024, registered at Police Station Dwarka South, Delhi, under Sections 498A/406 of the Indian Penal Code, 1860 ["IPC"], along with all proceedings emanating therefrom, on the ground that the parties have amicably resolved their disputes and entered into a settlement.

2. Issue notice. Mr. Hitesh Vali, learned Additional Public Prosecutor, accepts notice on behalf of State, and Mr. Priyank Sharma, learned counsel, accepts notice on behalf of respondent No. 2.



3. The petitioner is present before this Court and has been duly identified by his learned counsel as well as by the Investigating Officer. respondent No. 2 is also present in person and has been duly identified by her learned counsel and the Investigating Officer.

4. The petition is taken up for disposal with the consent of learned counsel for the parties.

5. The petitioner and respondent No. 2 were married on 29.04.2004 in accordance with Hindu rites and ceremonies, and one son was born out of the said wedlock on 20.05.2009. Owing to matrimonial discord and temperamental differences, disputes arose between the parties, as a result of which they have been living separately since 29.08.2020.

6. The impugned FIR is registered at the instance of respondent No.2, who was, at the relevant time, the wife of petitioner.

7. During the pendency of the proceedings, the petitioner and respondent No. 2 entered into an amicable settlement, which was reduced into writing by way of a Memorandum of Understanding dated 19.12.2025 ["MoU"]. In terms thereof, the parties agreed that the petitioner shall pay a total settlement amount of Rs. 55,00,000/- to respondent No. 2 towards full and final settlement of all claims, including stridhan, alimony, maintenance and child maintenance, whether past, present or future. It was further agreed that out of the aforesaid amount, a sum of Rs. 5,00,000/- would be paid at the time of execution of the MoU, a further sum of Rs. 10,00,000/- would be paid at the time of First Motion, and the balance amount of Rs. 40,00,000/- would be released at the stage of the Second Motion.

8. It was further agreed between the parties that the custody of the



minor child would remain with respondent No. 2, while the petitioner would have visitation rights twice every month. It may be noted that, although the MoU records that, upon receipt of the entire settlement amount, respondent No. 2 and the minor child shall have no further claims of any nature whatsoever against the petitioner or his family members, the petitioner, who is present in person, states that notwithstanding anything contained in the aforesaid MoU, the settlement arrived at between him and respondent No. 2 shall not, in any manner, prejudice or affect the rights and entitlements of the minor child. His statement to this effect has been recorded in Court today.

9. Learned counsel for the parties confirm that the settlement has been entered into voluntarily and without any coercion or undue pressure.

10. Pursuant to the aforesaid settlement arrived at between the parties, their marriage has since been dissolved by way of a decree of divorce by mutual consent *vide* order dated 28.03.2026 passed by the learned Family Court.

11. In light of the aforesaid, parties seek quashing of the impugned FIR.

12. Though the offence punishable under Section 498A of the IPC is non-compoundable in nature, it is well settled by the decisions of the Hon'ble Supreme Court that the High Courts, in exercise of their inherent jurisdiction under Section 528 of the BNSS (corresponding to Section 482 of the CrPC), are empowered to quash criminal proceedings arising out of non-compoundable offences where the parties have amicably resolved their disputes, particularly in cases involving matrimonial discord, provided that such quashing does not adversely impact any



overriding public interest.

13. The Supreme Court, in *Gian Singh v. State of Punjab & Anr.*<sup>1</sup> has held as follows:

“58. Where the High Court quashes a criminal proceeding having regard to the fact that the dispute between the offender and the victim has been settled although the offences are not compoundable, it does so as in its opinion, continuation of criminal proceedings will be an exercise in futility and justice in the case demands that the dispute between the parties is put to an end and peace is restored; securing the ends of justice being the ultimate guiding factor. No doubt, crimes are acts which have harmful effect on the public and consist in wrongdoing that seriously endangers and threatens the well-being of the society and it is not safe to leave the crime-doer only because he and the victim have settled the dispute amicably or that the victim has been paid compensation, yet certain crimes have been made compoundable in law, with or without the permission of the court. In respect of serious offences like murder, rape, dacoity, etc., or other offences of mental depravity under IPC or offences of moral turpitude under special statutes, like the Prevention of Corruption Act or the offences committed by public servants while working in that capacity, the settlement between the offender and the victim can have no legal sanction at all. However, certain offences which overwhelmingly and predominantly bear civil flavour having arisen out of civil, mercantile, commercial, financial, partnership or such like transactions or the offences arising out of matrimony, particularly relating to dowry, etc. or the family dispute, where the wrong is basically to the victim and the offender and the victim have settled all disputes between them amicably, irrespective of the fact that such offences have not been made compoundable, the High Court may within the framework of its inherent power, quash the criminal proceeding or criminal complaint or FIR if it is satisfied that on the face of such settlement, there is hardly any likelihood of the offender being convicted and by not quashing the criminal proceedings, justice shall be casualty and ends of justice shall be defeated. The above list is illustrative and not exhaustive. Each case will depend on its own facts and no hard-and-fast category can be prescribed.”<sup>2</sup>

Further, in *Narinder Singh & Ors. v. State of Punjab & Anr.*<sup>3</sup>, the

---

<sup>1</sup> (2012) 10 SCC 303.

<sup>2</sup> Emphasis supplied.

<sup>3</sup> (2014) 6 SCC 466.



Supreme Court has also laid down guidelines for High Courts while accepting settlement deeds between parties and quashing the proceedings.

The relevant observations in the said decision read as under:

*“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.*

**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.”<sup>4</sup>*

14. In the facts of the present case, the disputes between the parties emanate from a matrimonial relationship, which has already been brought to an end by way of a decree of divorce by mutual consent. Applying the principles laid down by the Hon’ble Supreme Court in this regard, this Court notes that respondent No. 2 has unequivocally affirmed before the Court that the settlement has been entered into voluntarily and without any coercion. In view of the amicable resolution of disputes between the parties, the possibility of the criminal proceedings culminating in a conviction appears remote and bleak. Consequently, permitting the proceedings to continue would serve no meaningful purpose and would merely result in unnecessary consumption of judicial time and public resources.

15. In terms of the settlement arrived at between the parties, the petitioner had agreed to pay a total sum of Rs. 55,00,000/- to respondent No. 2 towards full and final settlement of all her claims. It has been confirmed before this Court that the aforesaid settlement amount has been duly received by respondent No. 2 in its entirety. There, thus, remains no impediment to the grant of the relief sought in the present petition.

16. In view of the aforesaid, the present petition is allowed. Consequently, FIR No. 127/2024 dated 07.04.2024, registered at Police Station Dwarka South, Delhi, under Sections 498A/406 of the IPC, along

---

<sup>4</sup> Emphasis supplied.



with all consequential proceedings emanating therefrom, stands quashed.

17. The parties shall remain bound by the terms of the settlement.

18. The petition, alongwith pending application, accordingly stands disposed of.

19. It is, however, made clear that the settlement and the present order will not, in any way, affect the rights of the minor child, whose custody remains with respondent No. 2.

**PRATEEK JALAN, J**

**MAY 7, 2026**

**'Bhupi'/SD/**