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

% ***Date of Decision: 05th May, 2026***

+ **CRL.M.C. 3449/2026 & CRL.M.A. 13968/2026**

RAJAT GOGIA & ANR.

.....Petitioner

Through: Mr. Lalit Valecha, Ms. Samriti
Kashyap, Ms. Rubika and Ms. Nikita
Chettri, Advocates.

versus

STATE (NCT OF DELHI) & ANR.

.....Respondent

Through: Mr. Raj Kumar, APP with SI Rahul
Lamba.
Mr. Prashant Ghai, Advocate for R-2
with R-2 in person.

CORAM:

HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T (oral)

1. Petitioners herein seek quashing of FIR No. 296/2021 dated 13.10.2021, registered at Police Station Saket (South), for commission of offences under Sections 498A/406/34 IPC, along with all consequential proceedings arising therefrom, on the basis of compromise arrived at between the parties.
2. The marriage between complainant (respondent No.2 herein) and petitioner No.1 was solemnized on 18.11.2005 as per Hindu rites and customs. Two children were born from the abovesaid wedlock, the birth date of daughter being 30.07.2010 and that of son being 01.02.2016.
3. However, on account of temperamental differences, the parties started residing separately and when a complaint was lodged by respondent No.2, it resulted into registration of the abovesaid FIR.
4. Charge-sheet has already been filed and charges have been framed.



5. The case is at the stage of prosecution evidence and the next date before the learned Trial Court is stated to be 06.07.2026.
6. There were several proceedings pending between the parties and in connection with one complaint filed by respondent No.2 under Section 12 of *Protection of Women from Domestic Violence Act (PWDVA), 2005*, when the matter was referred to Mediation Centre, Saket Courts, New Delhi, the parties were able to amicably resolve all the matters under the *aegis* of the abovesaid centre.
7. As per the mediation settlement, since there is no chance of any reunion, the parties have decided to part ways in graceful manner and have taken decision to obtain divorce by mutual consent.
8. It is in the abovesaid backdrop that quashing is being sought.
9. Petitioners are present in Court.
10. Respondent no. 2 is present in person and she has been duly identified by her counsel as well as by Investigating Officer.
11. When asked, respondent No. 2 reiterates the terms of abovesaid settlement. She submits that there is already a divorce between them by way of mutual consent on 28.03.2026. She states that she has agreed to accept a total sum of Rs. 2,00,00,000/- as full and final settlement *in lieu* of *istridhan*, alimony, maintenance for self (past, present and future). A sum of Rs. 50,00,000/- would be paid to her whereas a sum of Rs. 75,00,000/- each would be in the name of each of the child. A sum of Rs. 1,50,00,000/- has already been received by her. The balance amount of Rs. 50,00,000/- has been received today in the shape of two Demand Drafts of Rs.25,00,000/- each drawn on Axis Bank and HDFC Bank, respectively. The custody of both the children would remain with the mother. The visitation rights have been



specified in settlement agreement and respondent No. 2 undertakes to adhere to the same. She states that she has entered into the abovesaid settlement out of her own free will, without any coercion and influence from any corner whatsoever and therefore, she would have ‘*no objection*’ if FIR in question is quashed.

12. She also submits that all the other cases related to the abovesaid marriage have already been withdrawn by the respective parties.

13. As per the para 12 of the settlement agreement, at the time of the quashing of the FIR, the respondent No.2 would hand over the keys as token of vacant and peaceful possession of property No. J-140, First Floor, Saket, New Delhi-110017 to the rightful owner i.e. her brother-in-law (*Jeth*) Mr. Rajan Gogia. In terms of the abovesaid settlement, she has brought the keys of the abovesaid premises stated to be her matrimonial home and keys have been received by Mr. Rajan Gogia who is present in Court and has been duly identified by the counsel of petitioners. Such acceptance would be taken as acknowledgment and, therefore, no separate receipt needs to be issued.

14. In view of the settlement arrived at between the parties, continuing with criminal proceedings would serve no useful purpose, especially, when dispute does not involve any public interest and is, primarily, private in nature. In any case, even the complainant does not wish to press any charges against the petitioners.

15. Accordingly, exercising inherent powers vested in this Court under Section 528 of *Bharatiya Nagarik Suraksha Sanhita, 2023*, it is deemed appropriate to quash the instant FIR.

16. Consequently, to secure the ends of justice, FIR No. 296/2021 dated 13.10.2021, registered at Police Station Saket (South), for commission of



offences under Sections 498A/406/34 IPC, along with all consequential proceedings arising therefrom, is, hereby, quashed subject to petitioners depositing total cost of Rs. 25,000/- in the account of *NDBA Members Welfare fund Account* [Acc No. 18580110013847, IFSC Code UCBA0001858, UCO Bank, Patiala House] within four weeks from today.

17. Proof of deposit of cost, Original *Memorandum of Understanding* as well as original affidavits of the parties shall be submitted before the learned Trial Court within further two weeks.

18. The present petition stands disposed of in aforesaid terms.

19. Pending application also stands disposed of.

(MANOJ JAIN)
JUDGE

MAY 5, 2026/sw/sk