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

+ **CRL.M.C. 3633/2026**

KAMAL KUMAR

.....Petitioner

Through: Ms. Savita Kasana and Mr. Rajendra
Kumar Kasana, Advs.

versus

STATE (GOVT OF NCT OF DELHI) & ANR.Respondents

Through: Mr. Digam Singh Dagar, APP
SI Pulkit Tyagi

CORAM:

HON'BLE MS. JUSTICE MADHU JAIN

ORDER

% **11.05.2026**

CRL.M.C. 3633/2026

1. By way of the present petition, the petitioner seeks quashing of the **FIR No. 181/2022**, registered at Police Station Shahdara, Delhi, for the commission of offences punishable under Sections 498A/406/34 of the Indian Penal Code, 1860 (*hereinafter referred to as the "IPC"*) and all consequential proceedings emanating therefrom, on the basis of Memorandum of Understanding/Settlement dated 15.04.2025 arrived at between the parties.
2. Issue notice. The learned APP accepts notice on behalf of the State.
3. The Petitioner and Respondent no. 2 are present before this Court and have been identified by their respective counsel and the Investigating Officer (IO) concerned from Police Station Shahdara, Delhi.
4. The brief facts of the case are that the marriage between the Petitioner and the Respondent no. 2 was solemnized at Gurdwara Rohtas Nagar,



Shahdara, Delhi on 05.11.2006, in accordance with Sikh rites and ceremonies. Out of the wedlock, two children were born, i.e., one female child namely Simran, born on 16.11.2007, and one male child namely Nav Kumar, born on 21.10.2012. Both the children are in the permanent care and custody of Respondent No. 2. It is stated that due to temperamental differences, psychological incompatibility and various irreconcilable differences, disputes arose between the Petitioner and the Respondent no. 2. Pursuant to a complaint lodged by Respondent no. 2, the present FIR came to be registered against the Petitioner.

5. It is stated that with intervention of the family and friends, the parties have now amicably settled their dispute *vide* Memorandum of Understanding/Settlement dated 15.04.2025.

6. On a query being put by this Court, Respondent no. 2 has categorically stated that she has entered into compromise out of her own free will and without any pressure, coercion or threat. Therefore, she has no objection if the present FIR is quashed.

7. Learned counsel for the parties submits that the settlement amount has been fixed at a sum of Rs. 12,00,000/-, out of which an amount of Rs. 8,00,000/- has already been paid, and the remaining amount of Rs. 4,00,000/- is being paid today by way of Demand Draft bearing no. 849351 dated 25.02.2026, drawn in the name of Mamta Kumar/respondent no. 2, issued by Bank of Baroda, Bhajanpura, Delhi-110094.

8. In view of the above facts and circumstances, and considering that the parties have amicably resolved their disputes out of their own free will, without any coercion or undue influence, no useful purpose would be served by continuing the present proceedings. Rather, continuance of the same



would only result in further acrimony between the parties. Therefore, this Court is of the opinion that it would be in the interest of justice to quash the FIR in question and all proceedings emanating therefrom. There is no legal impediment in quashing the present FIR.

9. Accordingly, **FIR No. 181/2022**, registered at Police Station Shahdara, Delhi, for the commission of offences punishable under Sections 498A/406/34 of IPC, and all consequential proceedings emanating therefrom, are hereby quashed.

10. The petition stands disposed of.

11. The order be uploaded on the website forthwith.

MADHU JAIN, J.

MAY 11, 2026/prg/m