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

% **Date of Decision: 18th May, 2026**

+ CRL.M.C. 644/2023

MONU CHAUDHARY

.....Petitioner

Through: Mr. Kali Charan, Advocate with
petitioner.

versus

PRIYANKA

.....Respondent

Through: Mr. Sunil Kumar, Advocate with
respondent.

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+ CRL.M.C. 4057/2023 & CRL.M.A. 15270/2023 & CRL.M.A.
17636/2023 & CRL.M.A. 27660-27661/2023

MONU CHAUDHARY

.....Petitioner

Through: Mr. Kali Charan, Advocate with
petitioner.

versus

PRIYANKA

.....Respondent

Through: Mr. Sunil Kumar, Advocate with
respondent.

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+ CRL.M.C. 7264/2023 & CRL.M.A. 27101/2023

MONU CHAUDHARY & ORS.

.....Petitioner

Through: Mr. Kali Charan, Advocate with
petitioners.

versus

STATE & ANR.

.....Respondent

Through: Ms. Rupali Bandhopadhyaya, ASC with
Mr. Abhijeet Kumar, Ms. Amisha
Gupta, Advocates with SI Rohtash
Kumar.

Mr. Sunil Kumar, Advocate with
respondent No.2.

CORAM:

HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T (oral)

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1. Petitioners, *inter alia*, seek quashing of FIR No.253/2016 dated



28.07.2016 registered at Police Station Karawal Nagar for commission of offences under Sections 498A/406/34 IPC and Section 4 of *Dowry Prohibition Act, 1961*, along with all consequential proceedings arising therefrom.

2. Marriage between petitioner- Monu Chaudhary and respondent- Priyanka was solemnized on 14.01.2013 according to Hindu rites and ceremonies.

3. There is one daughter from the abovesaid wedlock.

4. However, on account of some matrimonial discord and temperamental differences, the parties started residing separately and when a complaint was lodged by respondent in CAW Cell, District North, East, Seemapuri, Delhi on 11.03.2016, it resulted into in registration of abovesaid FIR against Monu Chaudhary and his relatives.

5. Charge-sheet has already been filed and charges have been framed.

6. Earlier, the parties had entered into some settlement, which did not work out and it is in the abovesaid backdrop that petition i.e. CRL.M.C. 7264/2023 was filed by Monu Chaudhary and his relatives seeking quashing of the FIR for the reason that no offence was made out and also for the reason that such earlier mediation settlement was binding.

7. Fact, however, remains that when during the pendency of the present petitions, the parties were again referred to mediation, they were able to amicably resolve the matter under the *aegis of Delhi High Court Mediation and Conciliation Centre* on 20.11.2024.

8. Copy of the settlement agreement is comprehensive enough and, as per the terms of settlement, the parties have agreed to divorce each other by mutual consent.

9. Respondent No. 2 is present in person with her counsel. Investigating officer is also present. They duly identify her.

10. She reiterates the terms of the settlement and submits that in view of the



amicable settlement, she would have '*no objection*' if the FIR is quashed.

11. When asked, respondent-Priyanka reiterates the terms of abovesaid settlement. She submits that there is already a divorce between them by way of mutual consent. She states that she has agreed to accept a total sum of Rs.37,00,000/- as full and final settlement *in lieu* of *istridhan*, alimony, jewellery, maintenance for self (past, present and future). She submits that she has already received a sum of Rs.21,00,000/- from the petitioners and today, during the course of proceedings the balance amount of Rs.16,00,000/- (sum of Rs. 10,00,000/- in her name and Rs. 6,00,000/- in favour of their daughter) has been received by way of Demand Drafts drawn on State Bank of India.

12. Though, the quashing petition had not been filed on the basis of amicable settlement, in view of the abovesaid development, both the parties submit that they would have no objection if the abovesaid FIR is quashed.

13. Respondent-Priyanka submits that she had also filed a petition under Section 125 Cr.P.C. and, in view of the abovesaid compromise, she has agreed not to pursue her abovesaid petition as well as execution petition(s) related to the abovesaid petition.

14. Learned counsel for the respondent submits that the other two matters i.e. CRL.M.C. 4057/2023 & CRL.M.C. 644/2023 pertain to the orders passed by the learned Judge Family Court in relation to the abovesaid execution petition. However, since the matters have been amicably settled and since the execution petitions have also been withdrawn, the other two petitions i.e. CRL.M.C. 4057/2023 & CRL.M.C. 644/2023 be also disposed of, as having become infructuous.

15. Both the parties undertake to adhere to the terms of settlement.

16. Respondent No.2-Priyanka states that no claim with respect to the maintenance etc. survives in view of the abovesaid amicable settlement.



17. 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.

18. 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.

19. Consequently, to secure the ends of justice, FIR No.253/2016 dated 28.07.2016 registered at Police Station Karawal Nagar for commission of offences under Sections 498A/406/34 IPC and Section 4 of *Dowry Prohibition Act, 1961*, along with all consequential proceedings arising therefrom, is, hereby, quashed.

20. Original affidavits of the parties, copies of which have been placed on record, shall be submitted before the learned Trial Court within further two weeks.

21. CRL.M.C. 7264/2023 stands disposed of in aforesaid terms.

22. The other two petitions i.e. CRL.M.C. 644/2023 & CRL.M.C. 4057/2023 are rendered infructuous and stand disposed of accordingly.

23. Pending application also stands disposed of.

(MANOJ JAIN)
JUDGE

MAY 18, 2026/sw/pb