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

% ***Date of Decision: 01st July, 2026***

+ **W.P.(CRL) 1845/2026 & CRL.M.A. 18517/2026**

VISHAL SHARMA & ORS.

.....Petitioner

Through: Mr. Anil Kr. Singh, Mr. Neeraj
Choudhary and Mr. Rajat Gautam,
Advocates

versus

THE STATE OF NCT OF DELHI AND ANR

.....Respondent

Through: Mr. Sanjay Lao, Standing Counsel
(CRL.) for State/R-1 with SI Ritu
Singh, PS Dayal Pur
Mr. Nitesh Kumar Chaurasia,
Advocate 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. 0600/2025 dated 29.12.2025, registered at Police Station Dayal Pur, for commission of offences under Sections 85/316/3(5) of *Bharatiya Nyaya Sanhita, 2023* (corresponding 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 08.12.2022, as per Hindu rites and customs. No child was born from the abovesaid wedlock.
3. However, on account of temperamental differences, the parties started



residing separately w.e.f 26.03.2024.

4. When a complaint was lodged by respondent No.2, it resulted into registration of the abovesaid FIR.

5. Matter is, reportedly, still at investigational stage.

6. However, parties have entered into *Memorandum of Understanding (MoU)* dated 01.04.2026 and as per terms of settlement, parties have agreed to give divorce to each other by way of mutual consent.

7. It is in the abovesaid backdrop that quashing is being sought.

8. Respondent no. 2 is present in person with counsel and she has been duly identified by her counsel as well as by Investigating Officer.

9. 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 18.04.2026. She states that she has agreed to accept a total sum of Rs. 26,00,000/- as full and final settlement in lieu of *istridhan*, alimony, dowry articles, maintenance for self (past, present and future). She submits that she has already received Rs. 18,50,000/- and the balance amount of Rs. 7,50,000/- has been received today in the shape of Demand Draft bearing No. 150411 drawn on Punjab National Bank, NHP School, Mukund Vihar, Karawal Nagar, Delhi-110094. 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.

10. In view of the settlement arrived at between the parties, continuing with criminal proceedings would serve no useful purpose, especially, when the dispute does not involve any public interest and is, primarily, private in nature.



11. 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.
12. Consequently, to secure the ends of justice, FIR No. 0600/2025 dated 29.12.2025, registered at Police Station Dayal Pur, for commission of offences under Sections 85/316/3(5) of *Bharatiya Nyaya Sanhita, 2023* (corresponding Sections 498A/406/34 IPC), along with all consequential proceedings arising therefrom, is hereby quashed.
13. Original affidavits of the parties, copies of which have been placed on record in the present proceedings, shall be submitted before the concerned SHO/IO within two weeks, so that these become part of Trial Court Record.
14. The petition stands disposed of in aforesaid terms.
15. Pending application also stands disposed of.

(MANOJ JAIN)
JUDGE

JULY 1, 2026/dr/sa