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

% ***Date of Decision: 29.10.2026***

\# **CNR No. DLHC010510332026**

\+ **CRL.M.C. 7964/2026**

JAI BHAGWAN & ORS. .....Petitioners

Through: Mr. Rajesh Kumar, Mr. Rakesh Kumar, Mr. Rajesh Kumar and Mr. Praveen Sehrawat, Advs.

versus

STATE OF NCT OF DELHI & ANR. .....Respondents

Through: Mr. Hemant Mehla, APP for State along with Mohd. Naved and Mr. Mayank Chaudhary, Advs.
SI Lal Chand, PS S. B. Dairy.
Mr. Rahul Luther, Mr. Deepak Rajwar, Mr. Amber Chaurasia, Mr. Sahil, Mr. Madhur Bhardwaj and Mr. Akshay, Advs. for R-2.

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

SACHIN DATTA, J. (ORAL)

1. The present petition has been filed 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.164/2019 dated 04.04.2019, registered at Police Station Shahbad Dairy, Outer North District, Delhi, under Sections 498A/406/34 of the Indian Penal Code, 1860 ("IPC"), together with all proceedings emanating therefrom.

2. Petitioner no.1 and respondent no.2 were married on 19.02.2017 in

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Delhi according to Hindu rites and ceremonies. No child was born out of the said wedlock. Petitioner no.2 is the mother of petitioner no.1; petitioner nos.3 and 4 are the sisters of petitioner no.1; and petitioner no.5 is the brother of petitioner no.1.

3. The FIR makes serious allegations against the petitioners, inter alia, of demands for dowry, cruelty and misappropriation of the stridhan and dowry articles of respondent no.2. It further records that the parties have been living separately since 02.09.2018.

4. The parties have entered into a compromise deed/settlement agreement dated 18.08.2025, which has been placed on record as Annexure P-4 to the present petition. The same reads as under:

COMPROMISE DEED

This deed is made on this of August, 2025 at Delhi.

BETWEEN

Ms. Renu W/o Sh. Jai Bhagwan R/o H. No.437, Prahladpur, Shalibad Dairy, Outer North, Delhi, aged about 34 years, (HEREINAFTER CALLED THE FIRST PARTY / WIFE)

AND

Mr. Jai Bhagwan S/o Sh. Umed Singh R/o Village Rani Khera, Near Mata Chowk, Delhi, (HEREINAFTER CALLED THE SECOND PARTY / HUSBAND)

WHEREAS the marriage was solemnized between the first and second party on dated 19.02.2017 at Village Prahlad Pur, Delhi-110042, according to Hindu rites and ceremonies and cohabited as Husband and Wife, however, no issue born was born out of the said wedlock.

WHEREAS after the marriage, temperamental disputes and differences arose between the first party and the second party and they could not pull on their marriage together and have been living separately since 02.09.2018. Despite several efforts made by the parties themselves, their parents, well-wisher, relatives and friends for reconciling the matter between the parties have been failed. Now it seems that there is no chance of reconciliation between the parties as they have already exhausted their all the channels and means of reconciliation, which have been failed. Whereas with the intervention of the common persons and relatives, now both the parties entered into an amicable settlement and as per that settlement both the parties had agreed to take divorce by mutual.

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Whereas as per the agreement, the First party has settled all her grievances with the Second party towards her full and final settlement i.e. towards past, present, future, maintenance / permanent alimony etc.

In order to maintain cordial relations and to put an end to the litigation, the parties have amicably settled the matter with each other after the intervention of the elders.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED, DECLARED, RECORDED AND CONFIRMED BY BOTH THE PARTIES AND IT IS HEREBY MUTUALLY AGREED TO SETTLE THE MATTER AMICABLY BETWEEN THE PARTIES UPON THE FOLLOWING TERMS AND CONDITIONS: -

1. That the first party and second party have agreed to take mutual divorce and are living separately since 02.09.2018.

2. That the first party had settled all her grievances with the second party towards the full and final settlement and the first party had settled all her claims regarding her past, present, future, maintenance/permanent alimony and towards her Istridhan etc., one for all.

3. That both the parties shall have no claim or grievances against each other in future on any pretext whatsoever and will not interfere in the life of each other in any manner whatsoever.

4. That the parties to the deed shall not file any complaint against each other, shall not file any claim, petition, suit, review, revision or complaint against each other in any court / police authorities / CAW CELL/ any other authority and will withdraw all cases/complaints filed before any court/authority pending or filed if any and this deed will be treated as the final settlement in between the parties of this deed.

5. That it was agreed between both the parties that they shall dissolve their marriage by way of filing a petition under section 13 (B) (1) & 13

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(B) (2) of HMA for grant of divorce by mutual consent without any monetary compensation.

6. That the second party has agreed to pay and the first party has agreed to accept Rs.4,00,000/- (Rupees Four Lac Only) & the Jewelry articles as per the attached list to the first party towards full and final settlement of all the claim (past, present, future) of the first party arising out of the matrimonial dispute between the parties including claim on account of istridhan, maintenance, permanent alimony, dowry and marriage expenses etc.

7. That the it was agreed between the parties that full and final sum of Rs.4,00,000/- (Rupees Four Lac Only) shall be paid to the first party by the second party by way of DD in favour of **"Renu"** (DD bearing no.806471 dated 09.06.2025 drawn on PNB Rani Khera, Delhi of amount of rupees 4 Lacs) and the same shall be handed over to the first party at the time of recording of statement of the **first motion** (13b (1)) before the hon'ble court.

8. It is agreed between the parties that the second party shall return the jewelry/istridhan to first party which is under the possession of the second party after filing the first motion (13b (1)) and before filing the second motion (13b (2)). It is further agreed between the parties that the agreed jewelry articles are kept in the possession of counsel for first party and the same will remain in possession of counsel for first party and the same will be handed over to the first party at the time of recording of statement of second motion.

9. That it is agreed between the parties to the settlement deed has agreed to file joint application for waiver of the statutory period of six months in terms of

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judgment passed by Hon'ble Supreme Court of India in 'Amardeep Singh Vs. Harveen Kaur' in Civil Appeal No.11158/2017 alongwith the second motion petition for divorce by mutual consent U/S 13B (2) OF HMA (Second Motion) will be with 30 days of the grant of First Motion petition for divorce by mutual consent before the family court, Delhi.

10. That the parties agree that in case the said application is not allowed the parties shall approach in concerned family court for filing of petitioner U/S 13B (2) of HMA for divorce by mutual consent within 15 days of the expiry of the statutory period as required under Hindu marriage act i.e. six months.

11. That it is agreed that the First Party will co-operate with the Second Party fully in quashing of the FIR No. 164 of 2019 under Section 498-A/406/34 Indian Penal Code registered at Police Station Shahbad Dairy, which is pending against the second party and his family members, and the first Party will be present before the Hon'ble High Court of Delhi at the time of hearing of the case whenever listed before the Hon'ble High Court for getting the said FIR quashed and any litigation arising therefrom or incidental thereto. It is further agreed between the parties that the second party will file the quashing before the Hon'ble High court with in one month of dissolution of divorce between the parties.

12. That the first party shall withdraw below mentioned matters filed by the first party after filing the First motion and before filing the second motion i.e. execution petitions arises out of Maintenance petition titled as Renu Vs Jai Bhagwan pending before Sh. Neeraj Gaur, Ld. Judge, Rohini Court, Delhi & Protection Of Women From Domestic Violence Petition pending before Renu Vs Jai Bhagwan & Ors pending before Ms. Aishwarya Sharma, Ld, JMFC, Rohini Court, Delhi. The second party shall withdraw divorce petition titled as Jai Bhagwan Vs Renu pending before Sh. Hemraj, Ld., Judge, Rohini Court, Delhi.

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13. That in case any of the parties fails to make a statement in the concerned court in respect of mutual divorce, mentioned above or if any of the party backs out from the terms and conditions of this compromise deed then in that event the other party shall be free/ at liberty to seek appropriate legal remedies, without prejudice to their other legal rights along with the right to recover the penalty amount.

14. That both the parties also agree and undertake not to interfere in the life of each other in any manner and also undertake not to make any allegation, defamatory or derogatory statements against each other and their respective family members personally or any public forum or through social media/platform i.e. whatsapp, whatsapp status, facebook, instagram etc or in any other manner.

15. That both the parties undertake not to interfere or create trouble in the life of each other as they are no more in relation of husband and wife from execution of this day of the compromise deed.

16. That the both the parties undertake not violate any terms of the said agreement and the same is binding on both the parties to the deed.

17. That both the parties to the Compromise Deed undertake not to turn around/ wriggle out from the terms and condition of the deed and if any party does so then other party will be entitled to recover the benefits acquired by the denying party as per law.

18. It is also agreed between the parties that after passing of the orders on second motion the petitioner no. 1 & 2 shall have no claim or grievances against each other. The parties also declare that they shall not file any litigation either civil or criminal against each other in future on any pretext whatsoever or before any court of law and in the event of any legal proceedings (except the present proceedings) including complaint, if any

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pending between the parties (if any), the same shall be withdrawn by such party.

19. That it is also agreed between the parties that, if at any stage any of the party to the compromises deed backed out or wriggled out from the statements made herein than the respective consenting Party has every right to recover the given amount/balance amount and will also pay the non consenting party a sum of Rs. 5,00,000/-(Rupees Five Lacs) towards penalty amount, and upon refusal of paying the same the other party has every right to initiate all proceeding against the second Party. That both the parties shall have on satisfaction of aforementioned terms, no further claims whatsoever against each other from this day onwards and terms of the aforementioned deed are binding on them. Any party who denies the above mentioned compromise will be liable for legal action mentioned above.

20. That both the parties are free to re-marry with any person of their choice and the other party shall raise no objection for the same.

21. That the first and second parties have settled all their disputes and differences once for all and now nothing is due between the parties to the deed.

22. That both the parties have signed this Deed with their free consent, choice, and without any pressure, coercion or undue influence.

IN WITNESS THEREOF; the parties have signed this Deed on the date and place aforementioned.

5. It is stated that, in terms of the settlement, the marriage between petitioner no.1 and respondent no.2 stands dissolved by a decree of divorce, and that the settlement amount of Rs.4,00,000/- stands paid to respondent no.2 by way of demand draft at the time of recording of her statement in the

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first motion.

6. Respondent no.2 is present in Court. She affirms that the compromise deed was executed by her out of her own free will and volition and without any undue pressure, coercion or influence. She has also filed an affidavit stating that she has no objection to the quashing of the subject FIR, and that she does not wish to proceed further against the petitioners, all disputes between the parties having been resolved amicably.

7. The petitioners and respondent no.2 undertake to remain bound by the terms of the aforesaid compromise deed.

8. The concerned Investigating Officer has identified petitioner no.1 and respondent no.2, who are physically present in Court. The remaining petitioners have appeared through video conferencing and have also been identified by the Investigating Officer.

9. It is apposite to refer to the decision of the Supreme Court in ***Gian Singh v. State of Punjab***, (2012) 10 SCC 303, wherein it has been observed as under:

> "*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*

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> *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.*"

10. The said principles were reiterated by the Supreme Court in ***Narinder Singh v. State of Punjab***, (2014) 6 SCC 466, wherein it has been held 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:*

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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

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> *great oppression and prejudice and extreme injustice would be caused to him by not quashing the criminal cases."*

11. Specifically in the context of matrimonial disputes, the Supreme Court in ***Jitendra Raghuvanshi v. Babita Raghuvanshi***, (2013) 4 SCC 58, has held as under:

> *"14. The inherent powers of the High Court under Section 482 of the Code are wide and unfettered. In B.S. Joshi [(2003) 4 SCC 675 : 2003 SCC (Cri) 848], this Court has upheld the powers of the High Court under Section 482 to quash criminal proceedings where dispute is of a private nature and a compromise is entered into between the parties who are willing to settle their differences amicably. We are satisfied that the said decision is directly applicable to the case on hand and the High Court ought to have quashed the criminal proceedings by accepting the settlement arrived at.*
>
> *15. In our view, it is the duty of the courts to encourage genuine settlements of matrimonial disputes, particularly, when the same are on considerable increase. Even if the offences are non-compoundable, if they relate to matrimonial disputes and the Court is satisfied that the parties have settled the same amicably and without any pressure, we hold that for the purpose of securing ends of justice, Section 320 of the Code would not be a bar to the exercise of power of quashing of FIR, complaint or the subsequent criminal proceedings."*

12. In the facts and circumstances of the case, it is noticed that the dispute between the parties is matrimonial and essentially private in nature. The offences alleged do not fall within the category of heinous and serious offences of mental depravity, or offences such as murder, rape or dacoity, which have a serious impact on society. The parties have amicably resolved all their disputes in terms of the compromise deed; the marriage stands

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dissolved by a decree of divorce by mutual consent; no child was born out of the wedlock; the parties have been living separately since 02.09.2018, *i.e.* for over eight years; the settlement amount stands paid; and respondent no.2, who is the complainant and the principal prosecution witness, is present in Court and has affirmed the settlement as well as her no objection to the quashing of the FIR. In these circumstances, the possibility of conviction is remote and bleak.

13. Accordingly, in view of the joint request of the parties, and considering the law laid down in ***Gian Singh*** (supra), there is no impediment in allowing the present petition.

14. Consequently, the present petition is allowed; FIR No.164/2019 dated 04.04.2019, registered at Police Station Shahbad Dairy, Outer North District, Delhi, under Sections 498A/406/34 IPC, and all proceedings emanating therefrom, *qua* all the petitioners, stands quashed.

15. The present petition, along with all pending application(s), if any, stands disposed of in the above terms.

OCTOBER 29, 2026/cl/sd **SACHIN DATTA, J**

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