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

% ***Date of Decision : 27.10.2026***

\# **CNR No.DLHC010511892026**

\+ **CRL.M.C. 8003/2026 & CRL.M.A. 33390/2026**

NADEEM AHMAD AND ORS .....Petitioner

Through: Mr. Ahmad Waseem, Adv.

versus

STATE NCT DELHI AND ANR .....Respondent

Through: Mr. Utkarsh (APP) for the State.
SI Arvind Kumar (P.S. Jafrabad)
Mr. Sikander Ali, Mr. Javed Khan, Advs. for R2.

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

SACHIN DATTA, J. (*ORAL*)

1. The present petition has been filed by the petitioners 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. 0347/2020 dated 12.08.2020, registered at Police Station Jafrabad, North East District, Delhi, under Sections 498A/406/506/34 of the Indian Penal Code, 1860 ("IPC") (corresponding to Sections 85, 316(2), 351(2) and (3), and 3(5), respectively, of the Bharatiya Nyaya Sanhita, 2023 ("BNS")) read with Section 4 of the Dowry Prohibition Act, 1961 ("DP Act"), together with all proceedings emanating therefrom. The respondent no.2 is the complainant and the petitioner no.1 is her husband, whereas petitioner nos.2 to 5 are, respectively, her mother-in-law, sister-in-law, sister-in-law and brother-in-

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law.

2. The petitioner no.1 and the respondent no.2 were married on 26.03.2015 as per Muslim rites and ceremonies at Delhi and one son, namely Master Ibrahim, was born out of the said wedlock. The parties are stated to be living separately since 01.12.2018. The father of the petitioner no.1, namely Sh. Naeem Ahmad (who was also named in the aforesaid FIR), passed away on 27.04.2022, and the proceedings *qua* him stood dropped.

3. The respondent no.2 is present in Court and submits that she has entered into the settlement agreement out of her own free will and without undue influence or coercion. The agreement was entered into under the aegis of the Delhi Mediation Centre, Karkardooma Courts, Delhi, on 12.02.2025. The same reads as under:-

12.02.2025

Present: Complainant Mehnaz in person alongwith Shri Abid Hussain, Advocate.
R-1 Nadeem Ahmed for himself as well as for R-5 Ruby and R-6 Yunus in person.
R-3 Farhana, R-4 Shams @ Nicky in person.
Shri Z. Zafar, Advocate for respondents.

1. Reference

The instant matter, which is an application under Section 12 of the Protection of Women from Domestic Violence Act, 2005, has been received for mediation from the Court of Ms. Nidhi Bala, Ld. JMFC (Mahila Court-03), Shahdara, KKD, Delhi.

2. Mediation Proceedings

After introducing and explaining the concept and benefits of mediation, the matter has been discussed with the parties in joint session in cordial atmosphere.

3. Background of the Case

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The brief facts, as stated by the parties, are that the marriage between the complainant and respondent no. 1 was solemnized on 26.03.2015 as per Muslim rites and ceremonies at Delhi. From the said wedlock, male child Master Ibrahim (8 years) has been born. However, due to certain matrimonial discords and differences, they are living separately from each other since 01.12.2018. It is stated that presently the complainant is residing at her parents place.

4. Connected Case

It is stated by the parties that except the above-mentioned case, the following case is pending between the parties:

1. FIR No. 347/2020, PS Jafrabad, U/s 498A/406/34 IPC & section of 4 of DP Act, pending before the Court of Ms. Nidhi Bala, Ld. JMFC (Mahila Court), Shahdhara, KKD, Delhi, where next date of hearing is 21.04.2025.

2. Complaint u/s 125 Cr.P.C., MT No. 645/2019, pending before the Court of Ms. Riya Guha, Ld. JFC, Shahdara, KKD, Delhi, Delhi where next date of hearing is 17.03.2025.

3. Execution No. 581/2024, pending before the Court of Ms. Riya Guha, Ld. JFC, Shahdara, KKD, Delhi, Delhi where next date of hearing is 17.03.2025.

4. Muslim Law Case No. 29/2019 for restitution of conjugal rights, pending before the Court of Shri Pritam Singh, Ld. JFC, South, Saket Courts, Delhi where next date of hearing is 03.05.2025.

5. Guardianship Petition No. 54/2023, pending before the Court of Shri Kuldeep Narayan, Ld. JFC, South East, Saket Courts, Delhi where next date of hearing is 25.02.2025.

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6. Contempt Petition No. 7/24, pending before the Court of Shri Kuldeep Narayan, Ld. JFC, South East, Saket Courts, Delhi where next date of hearing is 25.02.2025.

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5. Applicability/Non-applicablity of the present settlement to the Connected Case

The present settlement shall be applicable to the case in hand as well as to the connected matters mentioned above, however, subject to terms and conditions mentioned hereinbelow.

6. Compoundable/Non-compoundable offences

The present settlement pertains to section 406 IPC only, which are compoundable one with the permission of the Court, while as regards section 498-A IPC, it is being made clear to the parties that the said sections are not fit for the purpose of mediation, however, parties state that they will approach the Hon'ble High Court for quashing of the said FIR. It is thus made clear to the parties that the present settlement is subject to outcome of the quashing petition, which shall be as per merits of the case itself and this settlement does not confer a right thereto. It is also made clear to the parties that this settlement does not confer any right upon aggrieved party to seek quashing of aforesaid FIR involving non-compoundable offences. It is further made clear to the parties that co-operation by the complainant or appearance of the complainant before the Hon'ble High Court for the purpose of quashing of FIR does not, as a matter of right, confer a right on the accused persons/respondents to seek quashing of FIR as it is discretion of Hon'ble High Court to consider the quashing petition depending upon facts and circumstances of each case. It has been clearly explained to the

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parties that FIR involving non compoundable offences, depending on the facts and circumstances of each case, may or may not be quashed by the Hon'ble High Court. In this regard, parties have been apprised of recent judgment of Hon'ble High Court of Delhi passed in Crl. M.C. 5720/2023 titled as Abhishek @ Love & Ors Vs. The State of NCT of Delhi & Ors. The parties have also been apprised of judgment passed by Hon'ble High Court of Delhi in Crl. MC No. 4286/2019 titled as Vinod Kumar & Ors. Vs. State (Govt. of NCT of Delhi) & Ors. decided on 27.01.2020 pertaining to quashing of the FIR under section 482 Cr.P.C.

It is further made clear to the parties that this settlement is also subject to the satisfaction of Ld. Referral Court.

7. Abbreviation

Ms. Mehnaz shall be hereinafter referred to as "the wife" and Shri Nadeem Ahmad shall be hereinafter referred to as "the husband" whereas wife, husband and family members of husband namely Naeem Ahmad (father in law-since deceased), Farhana (mother in law), Shama @ Nicky (sister in law), Ruby (sister in law) and Yunus (brother in law) shall be referred to as 'the parties".

8. Terms & Schedule of Settlement

After understanding the process of mediation, aforesaid legal position involved in the settlement, the parties have arrived at an amicable settlement on the terms and conditions as under:-

i. It is agreed between husband and wife that there is no possibility of reunion due to irreconcilable

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differences and as such, they have consented to separate their ways and have decided to mutually dissolve their marriage /take Talaaq as per Mohammadan law and Deed of Mubarat shall be executed between the parties in this regard on or before 05.04.2025

ii. It is further agreed between the that the husband shall pay an amount of Rs.7,00,000/- (Seven Lakh only), out of which an amount of Rs.3,50,000/- shall be paid to the wife towards full and final settlement for her maintenance (past, present and future), jewellery, dowry articles, permanent alimony, iddat expenses and mehar amount and an amount of Rs.3,50,000/- to the wife for the welfare and maintenance of the child. The wife undertakes not to put forth any further claim towards the same in future at any stage.

iii. It is agreed between the parties that wife shall cooperate in quashing of aforesaid FIR, which has already been filed, against all above named respondents including filing of affidavit and appearance in the Hon'ble High Court for the said purpose.

iv. It is also agreed between the parties that the custody of the minor child namely Ibrahim shall remain with the wife, however, the husband shall have visitation rights on every Second Saturday and Fourth Sunday of the child till the child attains majority. It is further agreed between them that the wife shall

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handover the custody of the child at 12 Noon to the husband and the husband shall return back the custody of the child at 6 PM to the wife on the above days.

v. It is further agreed between them that the wife shall be the guardian of the child for all intent and purposes.

vi. It is further agreed between the parties that the minor child would be free to have recourse to the provisions of law for seeking appropriate relief from the Court in relation to the aspect of maintenance, education and up-bringing etc. in terms of the pronouncement of judgment of the Hon'ble High Court in the case titled **"Rakesh Jain & Ors. v Sarita Gupta (Crl.Misc No.2935/2019)**. The husband undertakes that he will not initiate any kind of litigation on behalf of the minor child against the wife.

vii. It is agreed between the parties that the husband shall pay the above-said settled amount to the wife by way demand drafts/RTGS/NEFT in favour of the the complainant as per the following schedule:-

S.No.	Amount	Date
1	Rs.1,00,000/-	21.02.2025 (At the time of withdrawing the maintenance petition and execution petition, as referred to above, before the court concerned).
2	Rs.1,50,000/-	22.03.2025 (At the time

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		of withdrawal of instant case).
3	Rs.4,50,000/-	At the time of the quashing of the FIR before the Hon'ble High Court against the persons named in FIR (as stated hereinabove)

viii. It is further agreed between the parties that on completion of terms agreed above, they shall be left with no claim towards each other and shall not litigate in future against each other qua this marriage.

ix. It is further agreed between the parties that the claims have been settled in totality for quashing of entire FIR and proceedings emanating therefrom qua all persons, namely, Nadeem Ahmad (husband), Naeem Ahmad (father in law-since deceased), Farhana (mother in law), Shama @ Nicky (sister in law), Ruby (sister in law) and Yunus (brother in law) arrested, not arrested, charge-sheeted, not charge-sheeted and the wife shall co-operate in quashing of FIR against all the aforesaid persons.

x. The parties have agreed that the present settlement is subject to aforesaid legal position regarding its enforceability as explained hereinabove.

xi. It is further agreed that either of the parties to the settlement shall not claim any right whatsoever in the movable and immovable property of the opposite party.

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9. Follow-up-Documents:

	Prepared by whom	Time framework	Place of signature by parties.	Who will bear the cost
Preparation of quashing petition	Husband	On or before 21.05.2025	KKD	Husband

10. Withdrawal

It is agreed between husband and wife that the wife shall withdraw the petition u/s 125 Cr.P.C. and execution petition, as referred to above, on 21.02.2025.

It is agreed between husband and wife that the wife shall withdraw the instant petition on 22.03.2025.

It is agreed between husband and wife that the husband shall withdraw the contempt petition, petition for restitution of conjugal rights and guardianship petition before filing of quashing petition.

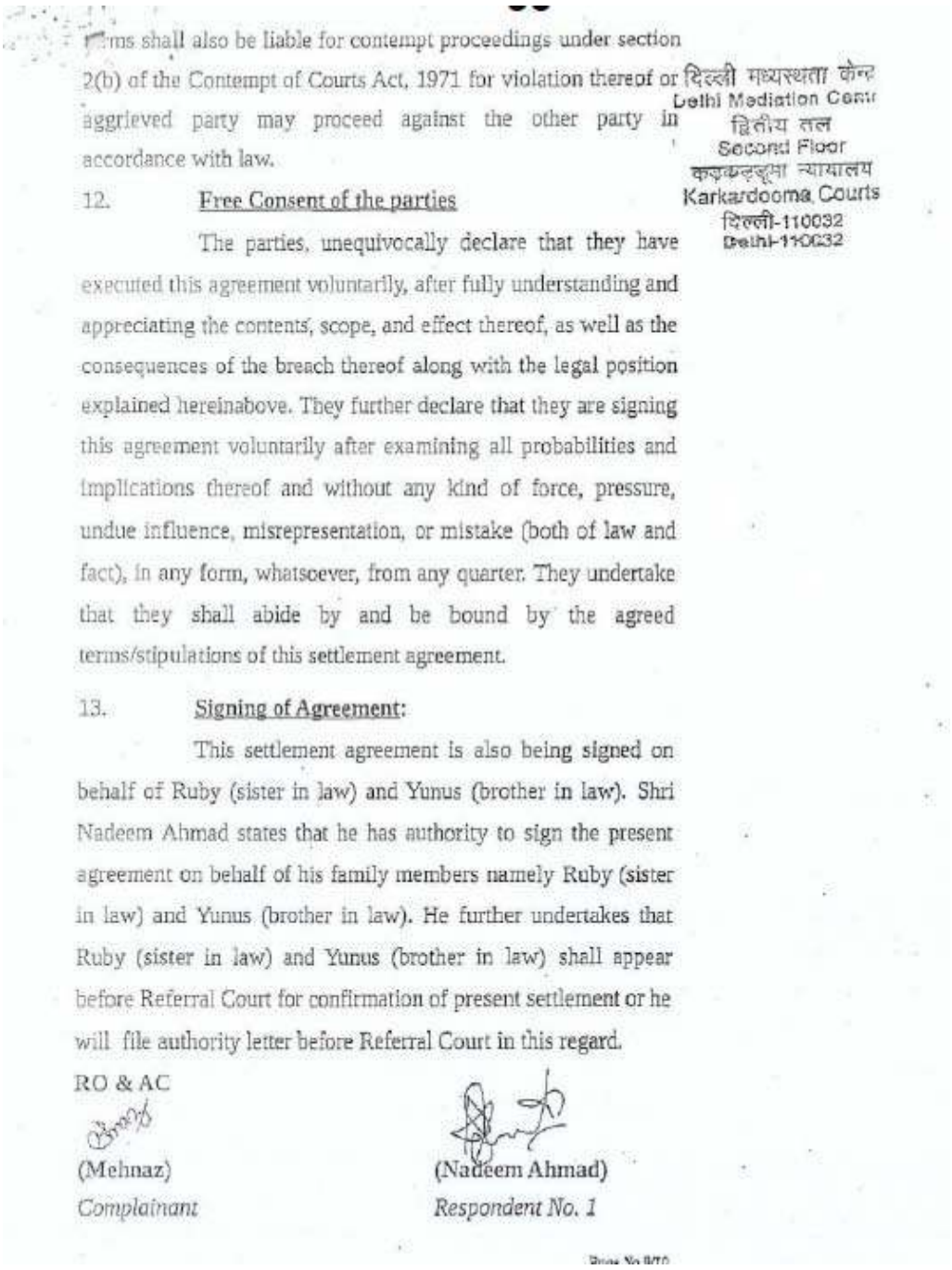
It is agreed between the parties that writ petition for quashing of FIR shall be filed on or before 21.05.2025.

11. Breach:

It is agreed between the parties that in case of breach of the above terms on the part of husband, the wife shall be entitled to retain 25% of the received amount towards litigation expenses etc. Likewise, in case of breach of the above terms on the part of wife, the amount so received by her shall not be adjustable towards any kind of arrears/ maintenance, but the husband shall be entitled to recover the amount so paid by him alongwith 12% interest per annum.

It is further agreed between the parties that in case of breach/violation/deliberate disobedience, the party breaching the

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ms shall also be liable for contempt proceedings under section 2(b) of the Contempt of Courts Act, 1971 for violation thereof or aggrieved party may proceed against the other party in accordance with law.

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12. Free Consent of the parties

The parties, unequivocally declare that they have executed this agreement voluntarily, after fully understanding and appreciating the contents, scope, and effect thereof, as well as the consequences of the breach thereof along with the legal position explained hereinabove. They further declare that they are signing this agreement voluntarily after examining all probabilities and implications thereof and without any kind of force, pressure, undue influence, misrepresentation, or mistake (both of law and fact), in any form, whatsoever, from any quarter. They undertake that they shall abide by and be bound by the agreed terms/stipulations of this settlement agreement.

13. Signing of Agreement:

This settlement agreement is also being signed on behalf of Ruby (sister in law) and Yunus (brother in law). Shri Nadeem Ahmad states that he has authority to sign the present agreement on behalf of his family members namely Ruby (sister in law) and Yunus (brother in law). He further undertakes that Ruby (sister in law) and Yunus (brother in law) shall appear before Referral Court for confirmation of present settlement or he will file authority letter before Referral Court in this regard.

RO & AC

(Mehnaz) (Nadeem Ahmad)

Complainant *Respondent No. 1*

4. In terms of the said settlement, the petitioner no.1 agreed to pay a sum of Rs.7,00,000/- to the respondent no.2, comprising Rs.3,50,000/- towards

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full and final settlement of her claims on account of maintenance (past, present and future), jewellery, dowry articles, permanent alimony, iddat expenses and mehar, and Rs.3,50,000/- towards the welfare and maintenance of the minor child. It was further agreed that the parties would dissolve their marriage by mutual consent under Muslim Personal Law; that the respondent no.2 would cooperate in the quashing of the FIR *qua* all the persons named therein, and that the custody of the minor child would remain with the respondent no.2, with visitation rights to the petitioner no.1.

5. In terms of the settlement, the marriage between petitioner no.1 and respondent no.2 stands dissolved with effect from 21.04.2025, pursuant to a deed of divorce by mutual consent executed between them in accordance with Muslim Personal Law.

6. It also transpires that the settlement has been acted upon. Out of the settlement amount of Rs. 7,00,000/-, a sum of Rs. 4,50,000/- has already been paid to the respondent no.2. A bank draft for the balance sum of Rs. 2,50,000/- has been handed over to her during the course of the hearing today. The respondent no.2 confirms receipt of the said amount. The petitioners and the respondent no.2 have been identified by the concerned I.O. Learned APP for the State has no serious objection to the present petition.

7. The respondent no.2 has also filed an affidavit dated 01.10.2026, stating that she has settled all her claims and disputes with the petitioners mutually and amicably, without any force, coercion, pressure or fraud, and that she has no objection to the quashing of the aforesaid FIR. The petitioners and the respondent no.2 undertake to remain bound by the terms of the settlement dated 12.02.2025.

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8. This Court is conscious that the offences under Section 498A of the IPC and Section 4 of the DP Act are non-compoundable, whereas the offence under Section 406 of the IPC is compoundable by the owner of the property with the permission of the Court, and the offence under Section 506 of the IPC is compoundable by the person intimidated. However, the power of this Court under Section 528 of the BNSS (earlier Section 482 of the CrPC) to quash criminal proceedings is distinct from the power of compounding conferred on a criminal court, and is not circumscribed by it.

9. In this regard, 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 held that criminal proceedings arising out of matrimony or family disputes, where the wrong is private or personal in nature and the parties have resolved their entire dispute, stand on a different footing for the purposes of quashing. The relevant extract reads 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 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*

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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:

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.

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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 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

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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. Applying the aforesaid principles to the facts of the present case, the impugned FIR arises out of a matrimonial relationship and the wrong complained of is 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. The parties have amicably resolved all their disputes in terms of the settlement dated 12.02.2025; the marriage between the petitioner no.1 and the respondent no.2 stands dissolved; the entire settlement amount of Rs.7,00,000/- stands paid; the other *inter se* proceedings between the parties stand withdrawn or disposed of; and the respondent no.2, who is present in Court, has affirmed the settlement, confirmed receipt of the settled amount and filed an affidavit of no objection. The trial has not progressed beyond the stage of framing of charge and no prosecution witness has been examined. In these circumstances, and given that the respondent no.2 is no longer willing to support the prosecution, the possibility of conviction is remote and bleak, and the continuation of the proceedings would be an exercise in futility and would serve no useful purpose.

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13. In view of the settlement arrived at between the parties, and considering the dicta laid down by the Supreme Court in the aforesaid judgments, there is no impediment in allowing the present petition. Accordingly, the present petition is allowed and FIR No. 0347/2020 dated 12.08.2020 registered at P.S. Jafrabad, Delhi, under Sections 498A/ 406/ 506/ 34 of the IPC read with Section 4 of the Dowry Prohibition Act, 1961, along with all proceedings emanating therefrom, *qua* all the petitioners, stands quashed.

14. The present petition, along with the pending application, is disposed of in the above terms.

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