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

% ***Date of Decision : 02.11.2026***

\# **CNR No.DLHC010526022026**

\+ **CRL.M.C. 8183/2026**

RAHUL ALIYAS RAHUL DEV & ORS. .....Petitioners

Through: Mr. Ram Kishan, Mr. Rahul, Mr. V. Swamy and Ms. Sharda, Advs.

versus

THE STATE & ANR. .....Respondents

Through: Mr. Hemant Mehla, APP for State along with Mohd. Naved and Mr. Mayank Chaudhary, Advs.
Mr. Yogish Sharma, Adv.
SI Sumit, PS Jagat Puri.

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

SACHIN DATTA, J. (*ORAL*)

Crl.M.A.34313/2026 (seeking waiver / exemption from removal of the registry objection regarding the settlement deed)

1. The petitioner states that the settlement was recorded before the Counselling Cell, Family Court, Karkardooma, Shahdara District, Delhi and that no other settlement deed exists.

2. Taking on record this statement of fact, the application stands disposed of.

CRL.M.C. 8183/2026

3. The petitioners seek quashing of FIR No.436/2023 dated 03.07.2023, filed under Sections 498A/406/34 of the Indian Penal Code, 1860 (IPC), registered at P.S. Jagat Puri.

4. The petitioner no.1 is the erstwhile husband of the respondent no.2 / complainant. The petitioner no.2 is the erstwhile father-in-law of the

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respondent no.2 and the petitioner no.3 is the erstwhile mother-in-law of the respondent no.2.

5. The marriage between the petitioner no.1 and the respondent no.2/complainant was solemnized on 03.12.2019. The parties have a minor son from the said marriage, who lives with the respondent no.2.

6. On 20.03.2025, a settlement was arrived at between the petitioner no.1 and respondent no.2 before the Counselling Cell, Family Court, Karkardooma, Shahadara District, Delhi. The same has been appended as Annexure-P3 to the present petition, and reads as under:

SETTLEMENT DEED

BEFORE THE COUNSELLING CELL, FAMILY COURT, KARKARDOOMA, SHAHDARA DISTRICT, DELHI

Suit / Case No.: MT-213/2024

In the matter of:

SMT. MADHURI vs. SH. RAHUL @ RAHUL DEV

This SETTLEMENT DEED is executed on this 20day of March, 2025 at Delhi, by and between:

SMT. MADHURI, Aged about 32 Years, D/o Sh. Satish Kumar, R/o H.No. 20, Radhey Puri Extension-II, Gali No. 3, Krishna Nagar, Delhi-110051 (hereinafter referred to as the "First Party / Wife / Petitioner").
Adhar - 4513 0996 5283
AND
SH. RAHUL @ RAHUL DEV, Aged about 37 Years, S/o Sh. Bishan Swaroop, R/o H.No. 5/24, Sarvan Ashram, West Mukherji Nagar, Delhi-110009 (hereinafter referred to as the "Second Party / Husband / Respondent"). Adhar - 2836 0833 7298
(The First Party and Second Party are collectively referred to as the "Parties")

WHEREAS:

1 The marriage between the First Party and the Second Party was solemnized according to Hindu rites and ceremonies, and out of the said wedlock, one minor son, namely Master Kartik Chauhan (aged about 04 years), was born.

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2 Due to temperamental differences and incompatibility, disputes arose between the parties, leading to separation and filing of various legal proceedings before different courts in Delhi.

3 The parties were referred to the Counselling Cell, Family Court, Karkardooma, Shahdara; Delhi in Case No. MT-213/2024, where after counseling, both parties have agreed to settle all their disputes and dissolve their marriage amicably on the following mutually agreed terms and conditions: NOW THIS SETTLEMENT DEED WITNESSETH AS UNDER:

DIVORCE BY MUTUAL CONSENT:

4 That both the parties have agreed to dissolve their marriage by obtaining a decree of divorce by way of mutual consent under the Hindu Marriage Act within the territorial jurisdiction of the Courts at Delhi.

SETTLEMENT AMOUNT / PERMANENT ALIMONY:

5 It is agreed between the parties that the Second Party (Husband) shall pay a total sum of Rs. 23,00,000/- (Rupees Twenty-Three Lakhs Only) to the First Party (Wife) towards full and final settlement of all her claims regarding Istridhan, dowry articles, maintenance (past, present, and future), compensation, and permanent alimony, and nothing further shall remain due against the husband qua this marriage.

STAGES AND MODE OF PAYMENT:

6 The total settled amount of Rs. 23,00,000/- (Rupees Twenty-Three Lakhs Only) shall be paid by the Second Party to the First Party by way of Demand Draft / FDR / Online Mode in the following manner:

(i) First Motion: A sum of Rs.. 8,00,000/- (Rupees Eight Lakhs Only) shall be paid by the Second Party to the First Party at the time of recording statements in the First Motion petition for mutual consent divorce. The petition for First Motion shall be filed by the Second Party on or before 10th January 2026. Further, the exchange of admitted jewelry articles between the parties shall take place on 19th January 2026 as per the admitted list attached hereto as Annexure–'A'

(ii) Second Motion & Minor's FDR: A sum of Rs. 12,00,000/- (Rupees Twelve Lakhs Only) shall be paid by the Second Party by way of Fixed Deposit Receipt (FDR) drawn in the name of minor son Master Kartik Chauhan (04 years) at the time of recording statements in the Second Motion petition. The Second Motion petition shall be filed by the First Party on or before 02nd March 2026. Both parties agree to move an application for waiving the statutory waiting period after the First Motion as per law.

(iii) Quashing of FIR: A sum of Rs. 3,00,000/- (Rupees Three Lakhs Only) shall be paid by the Second Party to the First Party at the time of quashing of FIR No. 436/2023, registered under Sections 498-A/406/34 IPC at P.S. Jagat Puri, Delhi, before the Hon'ble High Court of Delhi. The petition for quashing of FIR shall be filed on or before 07th April 2026 after the recording of Second Motion statements. The First Party undertakes to cooperate fully in all respects with the Second Party and his family members (Sh. Bishan Swaroop and Smt. Sharda Devi) in quashing proceedings.

WITHDRAWAL OF PENDING CASES:

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7 Both parties agree to withdraw their respective pending litigation/cases before the recording of Second Motion statements as detailed below:

8 Cases to be withdrawn by the First Party (Wife): Maintenance Petition U/s 125 Cr.P.C. (Case No. MT-213/2024).

9 Domestic Violence Petition U/s 12 of D.V. Act (CC No. 170/2023).

10 Cases to be withdrawn by the Second Party (Husband): Guardianship Petition (GP No. 57/2025).

11 Complaint Case No. 156/3. Divorce Petition (HMA No. 49/2025).

CHILD CUSTODY AND VISITATION RIGHTS:

12 It is agreed between the parties that the permanent custody of the minor son, Master Kartik Chauhan (aged 04 years), shall remain with the First Party (Mother). The Second Party (Father) shall have visitation rights to meet Master Kartik Chauhan once in a month.

NO FURTHER CLAIMS OR PROPERTY RIGHTS:

13 Upon execution of this settlement and payment of the agreed amount, both parties shall be left with no claims of any nature against each other. Neither party shall claim any right, title, or interest in any movable, immovable, or ancestral properties of the other party or their family members, and neither party nor their relatives shall institute any civil or criminal proceedings against each other in the future.

INDEPENDENCE TO LEAD LIFE:

14 Both parties shall be free to lead their independent lives as per their own wishes without any interference from the other party.

UNDERSTANDING IN VERNACULAR & FREE WILL:

15 The terms and conditions of this settlement deed have been read over and explained to the parties in their vernacular language, which they have fully understood. This agreement has been arrived at between the parties out of their own free will, volition, and without any force, fraud, pressure, or coercion from any corner.

BREACH AND DEFAULT CLAUSE:

16 If either party commits a breach or defaults on the terms of this mutually agreed settlement after recording the First Motion:

17 If the First Party (Wife) backs out or defaults, she shall return the entire amount received from the Second Party along with 3% interest per month.

18 If the Second Party (Husband) backs out or defaults, the amount paid at the time of First Motion shall stand forfeited by the First Party.

19 In case of any willful or deliberate violation of this settlement, the defaulting party shall be liable to be prosecuted for contempt of court, and the non-defaulting party shall have the liberty to reopen all legal proceedings as per law.

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7. The respondent no.2, who is present in person, affirms the factum of the aforesaid settlement. She reiterates that the same was arrived at out of her own free will and volition and without any undue influence or pressure.

8. It is further pointed out that, in terms of the settlement deed, out of Rs.23,00,000/-, a sum of Rs.20,00,000/- has already been received by the respondent no.2. A bank draft of the remaining amount *viz* Rs.3,00,000/- has been handed over to the respondent no.2 during the course of hearing. She confirms receipt thereof.

9. The concerned IO has identified the respondent no.2 and also the petitioners.

10. The dispute between the parties is purely matrimonial and the settlement was reached before the Counselling Cell, learned Family Court, Karkardooma Courts.

11. The said settlement has also been acted upon by the parties; the requisite amount has been paid in terms thereof and a decree of divorce has also been passed.

12. In ***Gian Singh v. State of Punjab***, (2012) 10 SCC 303, the Supreme Court has held as under:

> *"**61.** The position that emerges from the above discussion can be summarised thus : the power of the High Court in quashing a criminal proceeding or FIR or complaint in exercise of its inherent jurisdiction is distinct and different from the power given to a criminal court for compounding the offences under Section 320 of the Code. Inherent power is of wide plenitude with no statutory limitation but it has to be exercised in accord with the guideline engrafted in such power viz. : (i) to secure the ends of justice, or (ii) to prevent abuse of the process of any court. In what cases power to quash the criminal proceeding or complaint or FIR may be exercised where the offender and the victim have settled their dispute would depend on the facts and circumstances of each case and no category can be prescribed. However, before exercise of such power, the High Court must have due regard to the nature and gravity of the crime.*

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> *Heinous and serious offences of mental depravity or offences like murder, rape, dacoity, etc. cannot be fittingly quashed even though the victim or victim's family and the offender have settled the dispute. Such offences are not private in nature and have a serious impact on society. Similarly, any compromise between the victim and the offender in relation to the offences under special statutes like the Prevention of Corruption Act or the offences committed by public servants while working in that capacity, etc.; cannot provide for any basis for quashing criminal proceedings involving such offences. But the criminal cases having overwhelmingly and predominatingly civil flavour stand on a different footing for the purposes of quashing, particularly the offences arising from commercial, financial, mercantile, civil, partnership or such like transactions or the offences arising out of matrimony relating to dowry, etc. or the family disputes where the wrong is basically private or personal in nature and the parties have resolved their entire dispute. In this category of cases, the High Court may quash the criminal proceedings if in its view, because of the compromise between the offender and the victim, the possibility of conviction is remote and bleak and continuation of the criminal case would put the accused to great oppression and prejudice and extreme injustice would be caused to him by not quashing the criminal case despite full and complete settlement and compromise with the victim. In other words, the High Court must consider whether it would be unfair or contrary to the interest of justice to continue with the criminal proceeding or continuation of the criminal proceeding would tantamount to abuse of process of law despite settlement and compromise between the victim and the wrongdoer and whether to secure the ends of justice, it is appropriate that the criminal case is put to an end and if the answer to the above question(s) is in the affirmative, the High Court shall be well within its jurisdiction to quash the criminal proceeding."*

13. In the circumstances, and in terms of the dicta laid down by the Supreme Court in ***Gian Singh*** (supra), there is no impediment to allowing the present petition.

14. Accordingly, the aforesaid FIR No. 436/2023 and all proceedings emanating therefrom, stands quashed.

15. The petition is allowed in the above terms.

SACHIN DATTA, J

NOVEMBER 2, 2026/cl

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