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

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

\# **CNR No.DLHC010528012026**

\+ **CRL.M.C. 8207/2026, CRL.M.A. 34433/2026**

PANKAJ TYAGI & ORS. .....Petitioner

Through: Mr. Abhishek Tyagi, Adv. along with Petitioners-In Person

versus

STATE NCT OF DELHI AND ANR .....Respondent

Through: Mr. Hemant Mehla (APP) along with Mr. Mohd. Naved, Mr. Mayank Choudhary, Advs.
Mr. Shubham Bharara, Mr. Navneet Kaur, Ms. Manisha Sharma, Advs. for R2
SI Rajeshwar Parmar (PS Hauz Qazi)

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 ('BNSS'), 2023 seeking quashing of FIR No. 0069/2024 dated 14.03.2024 registered at P.S. Hauz Qazi, Central Delhi under Sections 498A/ 406/ 34 of the Indian Penal Code, 1860 ('IPC'), and all consequential proceedings emanating therefrom.

2. The factual conspectus is that the petitioner no.1 and the respondent no.2 were married on 15.11.2021, no child was born out of the said wedlock and they are living separately since 21.01.2023. The aforesaid FIR was registered on the complaint of the respondent no.2 alleging illegal demand

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of dowry, marrying by deception, assault, abusing and not returning the stridhan by the petitioners.

3. The charge sheet has been filed pursuant to registration of the FIR. On a reference in the domestic violence complaint, by the JMFC, Mahila Court-01, the parties have settled all the disputes before the Delhi Mediation Centre, Tis Hazari Courts on 19.05.2026. A copy of the Settlement Agreement as drawn by the said Mediation Centre has been placed on record as Annexure P-7 to the present petition. The same reads as under:-

Mediation Case No:	4776/2026
MC No.	1942/2023
Name of Parties:	Khushboo Tyagi Vs. Pankaj Tyagi & Ors.
Name of the Referral Court:	Ms. Shaina Goyal, Ld. JMFC, Mahila Court-01, Central District, THC,Delhi.

19.05.2026

Present: Ms. Khushboo Tyagi , complainant in person al with Sh. Yash Srivastava, Advocate.

Sh. Pankaj Tyagi respondent/accused no. 1 in person and Ms. Nisha Tyagi respondent/accused in person and Sh. Shashi Tyagi respondent/accused no. 3 in person along with Sh. Abhishek Tyagi, Advocate.

1. **Reference**

The above-said matter under section 12 of the Protection of Women from Domestic Violence Act, 2005 as been received for mediation from the Court of **Ms. Sh Goyal, Ld. JMFC, Mahila Court-01, Central District, THC,Delhi.**

2. **Language**

The settlement has been typed in English on the joint request of the parties.

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3. **Mediation proceedings**

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

4. **Background of the case**

As stated by parties, the brief facts of the case in hand are that the marriage between the complainant and respondent/accused was solemnized on 15.11.2021 as per Hindu rites and ceremonies at Delhi. However, due to certain matrimonial discords and differences, they are living separately from each other since 23.01.2023 It is stated that presently the complainant is residing at her parents place.

5. **Whether any issue has been born from the wedlock? If yes, name and age**:

No.

6. **Connected Cases**

1. Ct case no. 721/2026 vide Cnr. No DLCT-020194382026 titled as Nisha Tyagi Vs. Khushboo Tyagi & |Anr. pending before the court of Ms. Shaina Goyal, Ld. JMFC, Mahila Court-01, Central District, THC,Delhi, NDOH-19.05.2026.
2. FIR no.69/2024 (Cr. Case no. 14668/2025), PS- Hauz Qazi U/s- 498A/406/34 IPC, against all the respondent/accused persons.
3. HMA no. 431/2026, Vide Cnr. no. DLCT040007462026 title as Pankaj Tyagi Vs. Khushboo Tyagi pending in the

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court of Sh. Naveen Kumar Kashyap, Ld. Family Court-02, Central District, THC, Delhi, NDOH-17.08.2026.

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Tis Hazari Courts, Delhi

7. **Abbreviation**

The complainant namely Ms. Khushboo Tyagi shall be hereinafter referred to as "**the wife/complainant**" and the respondent/accused no. 1 namely Pankaj Tyagi shall be hereinafter referred to as "**the husband/respondent no. 1**", respondent/accused no. 2 namely Nisha Tyagi as mother in law and respondent/accused no. 3 namely Shashi Tyagi as father in law, collectively shall be referred to as '**the parties**".

8. **Terms & Schedule of Settlement**

After explaining the process of mediation, 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 differences and as such, they have decided to separate their ways and go for dissolution of their marriage by mutual consent in accordance with law as provided under section 13B of Hindu Marriage Act, 1955.

ii. It is agreed between husband and wife that they shall file the first motion petition under section 13B(1) of Hindu Marriage Act for dissolution of marriage by way of mutual consent **on or before 25.05.2026.**

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iii. It is further agreed between the husband and wife that second motion petition under section 13B(2) of the Hindu Marriage Act shall be filed after expiry of statutory period from the date of disposal of the petition under Section 13B(1) of the Hindu Marriage Act. However, the husband and wife are at liberty to move appropriate application for waiver on or before **31.07.2026.**

iv. It is further agreed between the parties that the **husband shall pay an amount of Rs.20,00,000/- (Rupees Twenty Lakhs only)** as well as one pair silver payal to the wife towards full and final settlement for her maintenance (past, present and future), permanent alimony, etc. and the wife undertakes not to put forth any further claim towards the same in future at any stage.

v. 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 her saving bank account as per the following schedule:-

S.No.	Amount	Date
1.	Rs.3,00,000/- and hand over one pair of silver payal.	At the time of recording of the statement of the first motion which shall be filed on or before 25.05.2026.
2.	Rs.3,00,000/-	At the time of withdrawal of domestic violence case no. CT no. 1942/2023 based on the terms of the present

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		mediation settlement, which will be on or before 10.06.2026.
3.	Rs.3,00,000/-	At the time of recording statement in the second motion petition under Section 13B(2) of Hindu Marriage Act which will be filed prior to 31.07.2026. In the case the liberty for waiver is not granted by the Hon'ble Court then second motion will be filed as per the law.
4.	Rs. 4,00,000/-	On or before 25.08.2026.
5	Rs. 7,00,000/-	At the time of quashing the FIR of the present case which will have to be filed within 30 days from date of order of second motion by the Hon'ble Family Court.

vi. It is further agreed between the parties that on completion of terms agreed above, they shall not be left with any claims towards each other and shall not litigate in future against each other qua this marriage.

vii. 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.

viii. It is agreed between the parties that the parties shall approach Hon'ble High Courts for quashing of the above

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said FIR. The quashing petition shall be moved by all the accused persons within 30 days after grant of decree of divorce. The wife shall cooperate to give statement, filing of affidavit/ NOC and casting her appearance before concerned Hon'ble High Court for quashing of present FIR against accused person namely Sh. Pankaj Tyagi, Ms. Nisha Tyagi and Sh. Shashi Tyagi.

9. **Withdrawal**

It is agreed between the parties that the DV case bearing no. Ct cases no. 721/2026 filed by the Ms. Nisha Tyagi shall be withdrawn in toto, in the terms of present mediation settlement with the permission of Hon'ble Court on today itself i.e 19.05.2026.

It is agreed between the parties that the second DV case bearing no. Ct cases no.1942/2023 , tittled as Khushboo Tyagi Vs. Pankaj Tyagi & Ors filed by the Ms. Khushboo Tyagi shall be withdrawn or or before 10.06.2026 at the time of receiving of Rs. 3,00,000/- as per present mediation settlement with the permission of Hon'ble Court .

It is agreed between the parties that the HMA case bearing no.431/2026 filed by the Sh. Pankaj Tyagi shall be withdrawn on or before 10.07.2026 in the terms of present mediation settlement with the permission of Hon'ble Court.

It is agreed between the parties that a quashing petition shall be moved before Hon'ble High Court of Delhi against the criminal case bearing no. 14668/2025 (FIR no.69/2024), Ps-Hauz Qazi, wherein the complainant namely Ms. Khushboo Tyagi, shall provide her No objection/consent at the time of hearing before Hon'ble High Court of Delhi.

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Further the parties herein agree and undertake that any other civil or criminal case initiated by either of the parties shall also be withdrawn without any terms and conditions upon execution of the present mediation settlement agreement.

10. **Breach:**

It is agreed between the parties that in case of breach of the above terms on the part if any party made default they shall be entitled to retain Rs.2,50,000/- as penalty payable to the party not at default.

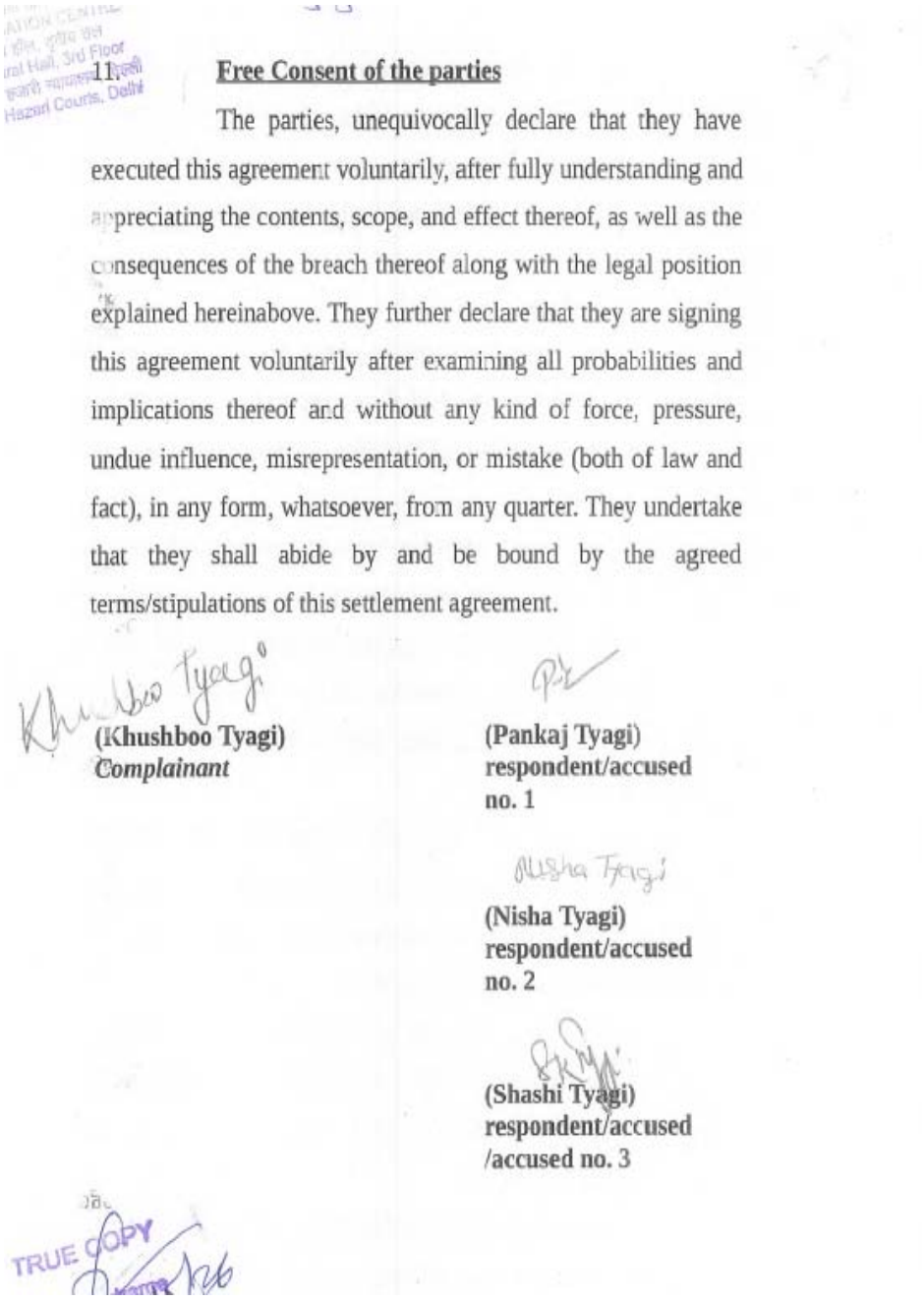
It is further agreed between the parties that in case of breach/violation/deliberate disobedience, the party breaching the terms shall also be liable for contempt proceedings under section 2(b) of the Contempt of Courts Act, 1971 for violation thereof or aggrieved party may proceed against the other party in accordance with law.

If the second motion petition is filed before the Hon'ble Family Court and in that the Hon'ble Family Court not granted the cooling period/waiver period then in that condition same will be not considered as contempt of court.

It is further agreed that the payment of Rs.4,00,000/- payable to Ms. Khushboo Tyagi on or before 25.08.2026 and the payment shall be made on time without any delay for whatsoever any reason.

It is further agreed between the parties that in case of any breach of the present mediation settlement agreement the parties shall be at liberty to revive their respective cases.

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11. **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.

(Khushboo Tyagi)
Complainant

(Pankaj Tyagi)
respondent/accused no. 1

(Nisha Tyagi)
respondent/accused no. 2

(Shashi Tyagi)
respondent/accused /accused no. 3

4. It transpires that the aforesaid settlement has been acted upon. The cases filed under Domestic Violence Act, 2005 (D.V. Act) have been withdrawn and a decree of divorce by mutual consent was passed by the learned Family Court, Central District, Tis Hazari Courts, Delhi on

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08.09.2026. It is stated during the course of hearing that pursuant to the settlement a sum of Rs. 9,00,000/- has been paid to the respondent no.2 and a bank draft for Rs. 11,00,000/- has been handed over to the respondent no.2 during the course of hearing. The respondent no.2 confirms the receipt thereof and she reiterates that she is desirous of giving effect to the settlement agreement and putting a quietus to the aforesaid FIR.

5. In the facts and circumstances of the present case, it is evident that:-

i. That the dispute is purely matrimonial.

ii. The marriage has been dissolved by mutual consent and all proceedings between the parties have been withdrawn/ stand culminated.

iii. The entire settlement amount has now been paid.

iv. The respondent no.2/ complainant does not wish to pursue the proceedings and as such allowing the proceedings to continue would be an exercise in futility.

6. In ***Narinder Singh v. State of Punjab***, (2014) 6 SCC 466 the Supreme Court has observed as follows:-

> ***"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*

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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."*

7. Considering the circumstances, and in terms of the dicta laid down by the Supreme Court in ***Narinder Singh v. State of Punjab***, (2014) 6 SCC 466 there is no impediment in allowing the present petition.

8. Accordingly, FIR No. 0069/2024 dated 14.03.2024 registered at P.S. Hauz Qazi, Central Delhi under Sections 498A/ 406/ 34 of the IPC, 1860 and all consequential proceedings emanating therefrom, are quashed.

9. The petition is allowed in the above terms. Pending application also stands disposed of.

SACHIN DATTA, J

NOVEMBER 2, 2026/*uk , nb*

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