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

% ***Date of Decision : 03.11.2026***

\# **CNR No.DLHC010530292026**

\+ **CRL.M.C. 8248/2026, CRL.M.A. 34572/2026**

MOHIT TANDON & ORS. .....Petitioners

Through: Mr. Vikas Mann and Mr. Harsh Malik, Advs.

Mr. Umang Aditya Singh and Ms. Jyoti Sharma, Advs. for petitioner no.2.

versus

STATE GOVT. OF NCT OF DELHI AND ANR. .....Respondents

Through: Mr. Hemant Mehla, APP for State along with Mohd. Naved and Mr. Mayank Chaudhary, Advs.

Mr. Umang Aditya Singh, Adv. for R-2.

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

SACHIN DATTA, J. (*ORAL*)

1. By way of the present petition, filed under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 ("BNSS") [corresponding to Section 482 of the Code of Criminal Procedure, 1973 ("CrPC")], the petitioners seek quashing of FIR No.1217/2022, dated 16.09.2022, registered at PS Rani Bagh, Delhi, under Sections498A/406/354/34 of the Indian Penal Code, 1860

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("IPC"), and all proceedings emanating therefrom. The present petition has been filed on the basis of a Settlement Agreement.

2. The factual conspectus is that petitioner no.1 and respondent no.2 got married on 26.04.2021 according to Hindu rites and ceremonies.Soon thereafter, matrimonial differences arose between petitioner no.1 and respondent no.2. These differences culminated into the respondent no.2 filing a complaint against petitioner no.1. The subject FIR, registered on the basis of this complaint, contains allegations of dowry demands, cruelty and retention of stridhan, and eviction of respondent no.2 from the matrimonial home in July, 2021.

3. An allegation of inappropriate touching, constituting the basis of the offence under Section 354 IPC, is also made against petitioner no.2, *i.e.*, the brother of petitioner no.1.

4. The investigation stands completed and a charge-sheet under Sections 498A/406/354/34 IPC has been filed.

5. It is informed during the course of hearing that petitioner no.1 and respondent no.2 have reconciled their matrimonial differences and are now residing together. It is further stated that a child has been born out of the wedlock. A Settlement Deed/Agreementdated 26.06.2024 is stated to have been executed, pursuant to mediation under the aegis of the Mediation Centre, Rohini District Courts. The proceedings as drawn up before the Mediation Centrehave been appended as Annexure-3 to the present petition. The same reads as under:

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Settlement/Agreement

26.06.2024

Present: Ms. complainant/wife in person along with Ld. Counsel Ms. Sanjeeta.
Sh. Mohit, respondent/husband in person.

This case has been received from the Court of Ms. Preeti Rajoria, Ld. MM (Mahila Court-02), North-West District, Rohini Courts, Delhi and the same has been marked to me for Mediation by Judge Incharge, Delhi Mediation Centre, Rohini Courts, Delhi.

Brief facts of the case as disclosed by the parties are that the marriage of complainant/wife and respondent no.1/husband was solemnized as per Hindu customs and rites on 26.04.2021. No child was born out of the said wedlock. Certain matrimonial differences have been arisen between the complainant/wife and the respondent no.1/husband. The complainant has been living separately from her husband/ respondent no.1 at her parental home since 07.07.2021. Consequent thereupon, the present complaint case was filed by the complainant against the respondents.

Mediation proceedings held. I conducted joint as well as separate single sessions with both the parties. Parties have settled the present case amicably as per the following terms & conditions :

1)Both the parties have decided to live together peacefully after forgetting their past and shall live together at rented accommodation

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Rohini District Courts, Delh

i.e. house of paternal uncle(chacha) of respondent No.1/Mohit situated at Tri Nagar, Delhi with effect from 01.07.2024.

2)It is also agreed that the respondent/husband shall maintain the complainant/wife adequately as per his financial status and shall bear all the household expenses and provide proper food, accommodation and medication, if required and the respondent/husband shall pay some amount per month in cash or transfer the same in the bank account of the complainant/wife towards her pocket money.

3)The respondent/ husband undertakes not to abuse or beat the complainant/wife and the simultaneously, the complainant/wife shall also not agitate/taunt her husband/respondent and that they shall not level any allegations or counter allegations against each other and shall give due respect to each other and that the complainant shall fulfill all her duties as a wife.

4)The shall be no interference of the family members of both the parties in their matrimonial life.

5)The complainant/wife shall withdraw the present case from the Ld. Referral Court after six months of their living together, subject to her satisfaction.

6)It is settled that after compliance of the terms of the present settlement, there shall remain no dispute due between the parties arising out of the said marriage and that none of the parties shall file any civil or criminal proceedings against each other in future in respect of the present marriage and that if any other case/petition/ complaint etc. between the parties is pending in any Court or Authority, the same shall be withdrawn/got disposed of by the respective party.

The parties entered into the present Settlement/Agreement voluntarily without any fear, coercion or undue influence from any corner, whatsoever. The parties shall be bound by this settlement and shall co-operate to execute this settlement in every possible manner, whatsoever.

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The contents of the settlement have been explained to the parties in vernacular i.e. **Hindi** and they have understood the same and have admitted the same to be correct.

Settlement proceedings be sent to Court concerned. Parties to appear before the Court concerned **on date fixed i.e. 02.09.2024** for further directions. Copy of this settlement be given to each of the parties.

6. The facts and circumstances of the present case demonstrably reveal that the disputes between the parties were largely matrimonial in nature and have been resolved by way of the aforesaid settlement. Consequently, the petitioner no.1 and respondent no.2 are stated to be peacefully living together since July, 2024.

7. It is noticed that the charges in the instant matter have not yet been framed and that the continuation of the proceedings would serve no useful purpose and would only disturb the reconciliation between the parties.

8. 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 was 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 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*

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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."*

9. 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.

29.2. When the parties have reached the settlement and on that basis petition for quashing the criminal proceedings is filed, the guiding

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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.*"*

10. 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

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> ***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.****"***

11. The allegation under Section 354 IPC against petitioner no.2 is no doubt serious. This Court, while being conscious of the gravity of the offence, is of the view that the continuation of the proceedings, even against petitioner no.2, is unwarranted. The allegation intrinsically forms part of the same complaint arising out of the matrimonial discord between petitioner no.1 and respondent no.2, and does not stand apart from that dispute.

12. The respondent no.2, who is present in Court today, submits that she does not wish to proceed further against any of the petitioners, including petitioner no.2. She has also stated on affidavit, and has affirmed before this Court, that her decision is voluntary and free from any pressure or coercion.

13. Additionally, it is informed that petitioner no.1 and respondent no.2 live separately from their in-laws in an independent accommodation.

14. Given these circumstances, continuation of the present proceedings against petitioner no.2 would be an exercise in futility. Reference may be made to the following judgments in which, in a similar conspectus, this Court took the view that even with allegations of the kind made in the present case, the same would not preclude a settlement, if warranted in view of the attendant facts and circumstances.

15. In ***Jagvinder Singh Kushal & Ors. v. The State NCT of Delhi &Anr.***, CRL.M.C. 6252/2025, decided on 20.02.2026, where one of the petitioners had been charge-sheeted under Section 354 of the IPC in a matrimonial

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dispute, this Court held as under:

> *"9. Although the offences under Sections 354 and 498A of the IPC are non-compoundable, the Supreme Court has clearly held that, in certain circumstances, the High Courts, in exercise of their powers under Section 482 of the CrPC [corresponding to Section 528 of the BNSS], can quash criminal proceedings, even with respect to non-compoundable offences, on the ground that there is a compromise between the accused and the complainant, especially when no overarching public interest is adversely affected.*
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> ***11. In the present case, the proceedings between the parties arise out of a matrimonial relationship, which has already culminated in a settlement. As petitioner No. 1 and respondent No. 2 have since reconciled, the continuance of the criminal proceedings would only impede their married life. Respondent No. 2 has stated that the allegations under Section 354 of the IPC emanated out of a misunderstanding, in the wake of the matrimonial disputes. Applying the tests laid down by the Supreme Court, it may be observed that respondent No. 2 has also categorically affirmed the voluntary nature of the settlement before the Court. In these circumstances, the criminal proceedings are unlikely to result in conviction, and its continuation would be an empty formality, adding to the burden of the justice system and consuming public resources unnecessarily.****"*

16. Similarly, in ***Subhash Chikkara v. State NCT of Delhi &Anr.***, CRL.M.C. 9055/2025, decided on 26.02.2026, this Court observed as under:

> *"**13. In the present case, the proceedings between the parties arise out of a matrimonial relationship, which has already culminated in a decree of divorce. Respondent No. 2 has stated that the allegations under Sections 377 and 354 of the IPC were a result of the breakdown of the matrimonial relationship, and that she does not wish to prosecute these allegations further.** Applying the tests laid down by the Supreme Court, it may be observed that respondent No. 2 has also categorically affirmed the voluntary nature of the settlement before the Court. **In these circumstances, the criminal proceedings are unlikely to result in conviction, and its continuation would be an empty formality, adding to the burden of the justice system and consuming public resources unnecessarily.****"*

17. In the circumstances, the settlement agreement between the parties provides a cogent basis for quashing the aforementioned FIR. The

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prosecution arises out of private matrimonial disputes, which the parties have voluntarily resolved. Therefore, the continuation of the prosecution would serve no fruitful purpose.

18. Accordingly, in view of the joint request of the parties, and considering the *dicta* laid down in the aforesaid judgments, this Court finds no impediment in allowing the present petition. Consequently, FIR No.1217/2022 dated 16.09.2022, registered at PS Rani Bagh, Delhi, under Sections 498A/406/354/34 IPC, together with all proceedings emanating therefrom, stands quashed *qua* all the petitioners.

19. The present petition is disposed of in the above terms. Pending application also stands disposed of.

SACHIN DATTA, J

NOVEMBER 3, 2026/cl,sd

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