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

+ **CRL.M.C. 5609/2025**

NISHA

.....Petitioner

Through: Mr. Ankur and Ms. Komal,
Advocate.

versus

STATE NCT OF DELHI AND ANR

.....Respondent

Through: Mr. Hitesh Vali, APP
Mr. Parth Sharma, Counsel for R-2
SI Satish Singh

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

% **30.04.2026**

1. By way of the present petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 ["BNSS"] (corresponding to Section 482 of the Code of Criminal Procedure, 1973 ["CrPC"]), the petitioner seeks quashing of FIR No. 263/2022 dated 11.04.2022, registered under Sections 388 of the Indian Penal Code, 1860 ["IPC"] at Police Station Shakarpur, Delhi, on the ground of settlement between the parties.
2. Issue notice. Mr. Hitesh Vali, learned Additional Public Prosecutor, accepts notice on behalf of the State. Mr. Parth Sharma, learned counsel, accepts notice on behalf of respondent No.2.
3. The petitioner is present in Court, and is identified by his learned counsel, as well as by the IO. Respondent No. 2 is also present in person and is identified by her learned counsel and the IO.
4. The petition is taken up for disposal with the consent of learned



counsel for the parties.

5. I am informed that a cross-FIR were registered on the complaint of the petitioner against respondent No. 2 in 2021 [*FIR No. 560/2021, dated 09.11.2021 for the offences under Sections 354/376/506/328 of IPC, at P.S. Shakarpur*], alleging rape on the false pretext of marriage. Parties entered into a settlement dated 10.07.2024, and the proceedings were quashed by an order of this Court dated 20.09.2024 in CRL.M.C. 5449/2024.

6. In the meanwhile, respondent No.2 herein filed the impugned FIR under Section 388 IPC.

7. Pursuant to quashing of the cross-FIR, and during the pendency of these proceedings, the parties have entered into a settlement with regard to the impugned FIR *vide* Memorandum of Understanding dated 07.08.2025. The relevant clauses of the same are reproduced below:

“1. That the First Party and Second Party were friends. They at some point of time romanticized with each other consensually and during that time a disagreement erupted among them.

2. That out of anger Second party in the year 2021 filed an FIR no. 0560 dated 09.11.2021 against first party for rape on the false pretext of marriage.

3. That in the aftermath of this abovementioned FIR, First Party herein lodged one FIR No. 0263 dated 11.04.2022 alleging the honey trap and black mailing at the hands of second party.

4. That the common friends of both the parties did some counselling sessions with them leading to a compromise and a settlement deed dated 10.07.2024 was signed between both the parties for quashing of proceedings emanating from FIR no. 0560 of 2021, w/s 354/376/506/328 of the IPC, registered as P.S- Shakarpur.

5. That subsequently a quashing petition was filed before Hon'ble Delhi High Court by the First Party for quashing of FIR no. 0560 of 2021 and all proceedings emanating therefrom. That the Hon'ble Delhi High Court was pleased to allow the said petition and quashed the said FIR with all consequential proceedings emanating from FIR no. 0560



of 2021 vide an order dated 20.09.2024 passed in Crl. M.C. No. 5449 of 2024.

6. That in the meanwhile the Second Party relocated to her hometown in Moradabad, Uttar Pradesh. That after sometime second party contacted common friends again to settle the matter pending under the FIR No. 0263/2022, u/s 388 IPC, P.S Shakarpur. Therefore, pursuant to the settlement, both parties have again agreed to sign this settlement agreement qua FIR no. 0263 dated 11.04.2022, u/s 388 IPC, P.S. Shakarpur for getting the same quashed.

7. That by the efforts of family and friends, both the parties voluntarily arrived at an amicable solution to solve the disputes and differences. It is settled between parties that first party will support and give consent in the petition to be filed by second party seeking before Hon'ble Delhi High Court seeking quashing of all the proceedings emanating from FIR no. 0263 dt. 11.04.2022, u/s 388 IPC, P.S- Shakarpur, in accordance with law by signing the settlement agreement / MOU.”

[Emphasis supplied.]

8. Learned counsel for the parties confirm that the settlement has been entered into voluntarily and without any coercion or undue pressure.

9. In light of the aforesaid, the parties seek quashing of the impugned FIR.

10. The Supreme Court has clearly held that, in certain circumstances, the High Courts, in exercise of their powers under Section 528 of BNSS (corresponding to Section 482 of CrPC), 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.

11. The Supreme Court, in *Gian Singh v. State of Punjab & Anr.*¹ has held as follows:

“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*

¹ (2012) 10 SCC 303.



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 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.”²

Further, in *Narinder Singh & Ors. v. State of Punjab & Anr.*³, the Supreme Court has also laid down guidelines for High Courts while accepting settlement deeds between parties and quashing the proceedings. The relevant observations in the said decision read 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

² Emphasis supplied.

³ (2014) 6 SCC 466.



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 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.”⁴

12. In the present case, the parties were friends and were in a

⁴ Emphasis supplied.



consensual romantic relationship. The cross-FIR filed by the petitioner is stated to have been filed “*out of anger*” and the impugned FIR was registered “*in the aftermath*” of the cross-FIR. The cross-FIR has already been quashed by this Court, as noted above. The parties have since settled their disputes amicably with respect to the impugned FIR also. Applying the tests laid down by the Supreme Court, it may be observed that the 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.

13. Having regard to the foregoing discussion, the petition is allowed, and FIR No. 263/2022 dated 11.04.2022, registered under Sections 388 of the Indian Penal Code, 1860 [“IPC”] at Police Station Shakarpur, Delhi, alongwith all consequential proceedings arising therefrom, is hereby quashed.

14. However, considering that the criminal justice machinery had been set in motion and that considerable time of both, the police and the Court, has been expended, the petitioner and respondent No. 2 are directed to deposit costs of Rs. 10,000/- each, with the Delhi High Court Bar Association Costs Account [A/C No. 15530110179338; IFSC No. UCBA0001553; UCO Bank, Delhi High Court Branch] within a period of two weeks from today. An affidavit of compliance shall be filed within one week thereafter.

15. The petition, alongwith the pending application, accordingly stands disposed of.



16. The parties will remain bound by the terms of the settlement.
17. The petition accordingly stands disposed of.

APRIL 30, 2026
SS/AD/

PRATEEK JALAN, J