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

+ **W.P.(CRL) 3172/2025**

SURAJ & ORS.

.....Petitioners

Through: Mr. Avdhesh Saraswat, Advocate.
versus

THE STATE NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Anand V Khatri, ASC for the
State.
Mr. Upkar Singh, Adv. for R-2.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

13.02.2026

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By way of the present petition filed under Articles 226 & 227 of the Constitution of India read with section 528 of the Bharatiya Nagarik Suraksha Sanhita 2023, the petitioners, who are the former husband and in-laws of the complainant/respondent No. 2, seek quashing of case FIR No. 891/2015 dated 16.12.2015 registered under sections 406/498-A/34 of the Indian Penal Code, 1860 ('IPC') at P.S.: Model Town, Delhi.

2. The petition is premised on Memorandum of Understanding ('MoU') dated 06.01.2026 signed between the parties; and Divorce Decree dated 20.03.2025, which is the culmination of petitions under sections 13B(1) and 13B(2) of the Hindu Marriage Act 1955, whereby the parties had sought dissolution of their marriage by mutual consent.
3. The petition is supported by affidavits of the petitioners, as also of respondent No. 2, alongwith proof of their IDs.



4. Petitioner No.1 as well as respondent No. 2 are present in court. Their credentials have been verified and they have also been identified by their respective counsel.
5. The parties have confirmed that one child, viz. Drish, was born from the wedlock, who is minor as of date.
6. No appeal is stated to have been filed from the divorce decree.
7. The court has queried respondent No. 2, who confirms that she has taken divorce by mutual consent; and that an MoU has been signed between the parties; and that in full-and-final settlement of all her claims including towards maintenance (past, present and future), *stridhan*, dowry articles, jewellery, permanent alimony, etc., she was to receive a sum of Rs. 2,00,000/-from petitioner No. 1; out of which Rs. 1,00,000/- was paid earlier and Rs. 1,00,000/- has been paid in court today, in compliance of the terms of the MoU. Respondent No. 2 confirms that all aspects of the settlement have now been performed.
8. Mr. Anand V. Khatri, learned ASC confirms that the State has no objection to the subject FIR being quashed.
9. In the circumstances, in line with the law laid down by the Supreme Court in ***Gian Singh vs. State of Punjab &Anr.*** reported as (2012) 10 SCC 303 as also in ***Narinder Singh &Ors. vs. State of Punjab & Anr.*** reported as (2014) 6 SCC 466, this court sees no reason why the subject FIR and all proceedings emanating therefrom should not be quashed. This court is of the view that in light of the settlement between the contesting parties, continuing with the subject FIR and all



subsequent proceedings would be an exercise in futility and would not be conducive to peace and harmony between the parties.

10. Though the MoU records that the minor child shall remain in the custody of respondent No.2 and petitioner No.1 shall have no visitation rights, it is made clear that nothing in this MoU would affect the right of the minor child to meet his father, if and when he so desires, subject to logistical convenience of the parties.
11. Needless to add that the MoU signed between the parties leading to the closure of all criminal proceedings by way of the present order will in no way affect the property rights and other rights of the minor child, namely Drish *vis-à-vis* his father, as may be available under law, in any manner whatsoever.
12. Subject to the aforesaid conditions, case FIR No. 891/2015 dated 16.12.2015 registered under sections 406/498-A/34 of the IPC at P.S.: Model Town, Delhi is quashed. All proceedings arising therefrom also stand closed.
13. Petition stands disposed-of.
14. Pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

FEBRUARY 13, 2026

V.Rawat