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

+ CRL.M.C. 84/2026, CRL.M.A. 283/2026

SHUBHAM RASTOGI & ORS.

.....Petitioners

Through: Mr. Vimal Kishore Rastogi,
Advocate with petitioners in person

versus

STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Raghuinder Verma, APP for
the State with Mr. Aditya Vikram
Singh, Advocate with SI Babita
Kumari, PS: Aman Vihar
Mr. Ankit Yadav and Mr.
Deepanshu Yadav, Advocates for
R-2 with R-2 in person

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

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15.01.2026

1. By virtue of the present petition under *Section 528* of the Bharatiya Nagarik Suraksha Sanhita, 2023 (**BNSS**), the petitioners seek quashing of FIR No.0023/2022 dated 07.01.2022 registered at PS.: Aman Vihar, Delhi under *Sections 498A/406/506/34* of the Indian Penal Code, 1860 (**IPC**), and all proceedings emanating therefrom, in view of the Settlement Agreement dated 18.01.2025 arrived at between the petitioners and the respondent no.2.

2. The present petition is also accompanied by the said Settlement Agreement dated 18.01.2025 [**Annexure P2**] alongwith the respective proofs of identity of the parties.



3. Issue notice.

4. Learned APP for the State accepts notice, and submits that he has no objection to the quashing of the aforesaid FIR No.0023/2022 dated 07.01.2022.

5. Further, respondent no.2 confirms that the learned Principal Judge, Family Courts, North-West Rohini Courts, Delhi has allowed the second motion in the petition under *Section 13B(2)* of the Hindu Marriage Act, 1955 regarding the decree of divorce by mutual consent of the petitioner no.1 and respondent no.2 on 01.07.2025. She further affirms the terms of the Settlement Agreement dated 18.01.2025 whereby the petitioner no.1 has already paid her a sum of Rs.18,00,000/-, and respondent no.2 has today further received the final instalment of the remaining amount being Rs.8,50,000/- via three Demand Drafts bearing Nos.137046, 137047 and 137049 dated 29.10.2025, 04.11.2025 and 10.11.2025 for sum of Rs.2,50,000/-, Rs.4,90,000/- and Rs.1,10,000/-, respectively (Bank: Punjab National Bank, Branch: Milak, Rampur, Uttar Pradesh) today in Court from the petitioners as full and final settlement of all her claims including alimony, maintenance (present, past and future), etc. She states that she has no objection to the quashing of the FIR No.0023/2022 dated 07.01.2022.

6. Further, the petitioners and the respondent no.2, present in Court, as well as their credentials, as on record, have been identified by the Investigating Officer.

7. In view of the fact that a settlement has already been arrived at between the parties, they shall remain bound by all the terms and conditions contained therein. As such, following the law laid down by the



Hon'ble Supreme Court in *Jitendra Raghuvanshi & Ors. vs. Babita Raguvanshi & Anr. (2013) 4 SCC 58*, *Gian Singh vs. State of Punjab & Anr. (2012) 10 SCC 303* and *Narinder Singh & Ors. vs. State of Punjab & Anr. (2014) 6 SCC 466*, this Court is of the opinion that continuation of the aforesaid FIR No.0023/2022 dated 07.01.2022 will be an exercise in futility.

8. Accordingly, the present petition is allowed and FIR No.0023/2022 dated 07.01.2022 registered at PS.: Aman Vihar, Delhi under *Sections 498A/406/506/34* of the Indian Penal Code, 1860 (*IPC*) and all proceedings emanating therefrom are quashed.

9. Accordingly, the present petition alongwith pending application is disposed of.

SAURABH BANERJEE, J

JANUARY 15, 2026/So