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

+ **CRL.M.C. 1270/2026**

MOHD AKRAM

.....Petitioner

Through: Mr. Saroj Kumar Jha, Advocate
with petitioner in person (through
VC)

versus

THE STATE NCT OF DELHI AND ANR.Respondents

Through: Mr. Raghuinder Verma, APP for
State with Ms. Upasna Bakshi,
Advocate
Respondent no.2 in person (through
VC)

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

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16.02.2026

CRL.M.A. 5108/2026 (*Delay 24 days in re-filing*)

3. By virtue of the present application, the petitioner seeks condonation of delay of *24 days* in re-filing of the present petition.

4. Issue notice. Learned APP for the State accepts notice and submits that he has no objection if the present application is allowed.

5. For the reasons stated in the present application, as also the no objection given by the learned APP, the present application is allowed and the delay of *24 days* in re-filing of the present petition is condoned.

6. As such, the application is disposed of.

CRL.M.C. 1270/2026, CRL.M.A. 5107/2026

7. By virtue of the present petition under *Section 528* of the Bharatiya



Nagarik Suraksha Sanhita, 2023 (*BNSS*), the petitioner seeks quashing of FIR No.240/2022 dated 08.02.2022 registered at PS.: New Ashok Nagar, Delhi under *Sections 498A/406/506/34* of the Indian Penal Code, 1860 (*IPC*) and all proceedings emanating therefrom, in view of the Settlement Deed dated 07.11.2024 [*Annexure A-2 (Colly.)*] arrived at between the petitioner and the respondent no.2 before the Delhi Mediation Centre, Karkardooma Courts, Delhi, which is accompanied by their respective proofs of identity.

8. Issue notice. Learned APP for the State accepts notice, and submits that he has no objection to the quashing of the aforesaid FIR.

9. Respondent no.2, present in Court, also accepts notice and affirms the terms of the aforesaid Settlement Deed dated 07.11.2024 whereby the petitioner has already paid her a sum of Rs.12,00,000/- out of the total settlement amount of Rs.20,00,000/- and has further handed over two Demand Drafts both dated 12.12.2025, bearing Nos.000188 and 000189 (Bank of India, Branch-Sevla Kalan, Dehradun) of Rs.5,00,000/- and Rs.3,00,000/- respectively in Court to her today as full and final settlement of all her present, past and future claims including alimony, maintenance, etc. She further submits that her marriage with the petitioner no.1 has since been dissolved by mutual consent, and she has no objection to the quashing of the aforesaid FIR.

10. The petitioner and the respondent no.2, present in Court, as well as their credentials, as on record, have been identified by the IO.

11. Since, a settlement has already been arrived at voluntarily between the parties, as also since, accompanying affidavit(s) of the parties involved have also been filed herewith, and the parties shall remain bound by all the



terms and conditions thereof, 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*, continuation of the aforesaid FIR against the petitioner will be an exercise in futility.

12. Accordingly, the present petition is allowed and FIR No.240/2022 dated 08.02.2022 registered at PS.: New Ashok Nagar, Delhi under *Sections 498A/406/506/34* of the IPC and all proceedings emanating therefrom are hereby quashed.

13. Accordingly, the present petition is disposed of.

SAURABH BANERJEE, J.

FEBRUARY 16, 2026/So