$~9

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

% ***Date of Decision: 09th October, 2026***

\# **CNR No. DLHC010384462026**

\+ CRL.M.C. 6058/2026

LEKHRAJ & ORS. .....Petitioners

Through: Mr. Sanjeev Kumar, Advocate, along with petitioners in person.

versus

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

Through: Mr. Nawal Kishore Jha, APP with Mr. Siddharth Shankar Jha and Ms. Kalpana Jha, Advocates for the State.
(M): 9810442918
9968257999
Email: nawalkishorejha@live.com
Ms. Shreya Mudgal with
Mr. Shubham Kumar, Advocates for respondent no. 2, along with respondent no. 2 in person.
SI Rohit, PS Uttam Nagar.
(M): 7737067977
Email: rohitmewal007@gmail.com

CORAM:
HON'BLE MS. JUSTICE MINI PUSHKARNA

MINI PUSHKARNA, J. *(Oral):*

1. The present petition has been filed under Section 528 of the Bharatiya Nyaya Suraksha Sanhita, 2023 ("BNSS"), seeking quashing of the First

Signature Not Verified
Digitally Signed
By:HARIOM SHARMA
Signing Date:13.10.2026
09:21:13

Information Report ("FIR") being *FIR No. 711/2017* dated 05th October, 2017, registered under Sections 498A/406 of the Indian Penal Code, 1860, at Police Station ("PS") Uttam Nagar, South West Delhi, and all consequential proceedings emanating therefrom.

2. Issue notice.

3. Notice is accepted by the learned Additional Public Prosecutor ("APP") for the State and by learned counsel appearing for respondent no. 2.

4. The petitioners and respondent no. 2 are present in person before this Court and are identified by their respective counsels and the Investigating Officer ("IO").

5. The captioned petition is taken up for disposal with the consent of the parties.

6. At the outset, it is noted that respondent no. 2 is the wife of petitioner no. 1, daughter-in-law of petitioner no. 2 and sister-in-law of petitioner no. 3.

7. The marriage between petitioner no. 1 and respondent no. 2 was solemnised on 05th February, 2017, as per Hindu rites and ceremonies. However, due to matrimonial discord and temperamental differences between the parties, respondent no. 2 moved out of the matrimonial home and started living separately since 05th February, 2017. No child was born out of the wedlock.

8. Thereafter, the impugned FIR came to be lodged on 05th October, 2017.

9. Today, this Court has been informed that petitioner no. 1 and respondent no. 2 have settled all their disputes and arrived at a Memorandum of Understanding ("MoU") dated 05th April, 2023, at Delhi

Signature Not Verified
Digitally Signed
By:HARIOM SHARMA
Signing Date:13.10.2026
09:21:13

10. It is submitted that as per the terms of the MoU, a sum of Rs. 3,00,000/- is payable to respondent no. 2 by petitioner no. 1.

11. It is further submitted that a sum of Rs. 2,00,000/- has already been paid earlier to respondent no. 2. As regards the remaining amount, a Demand Draft amounting to Rs. 1,00,000/- has been handed over to respondent no. 2 before this Court, which has been duly accepted by her.

12. This Court has further been informed that pursuant to the MoU, a divorce by mutual consent has already taken place between petitioner no. 1 and respondent no. 2 on 05th July, 2025.

13. This Court has interacted with respondent no. 2 who submits that the parties have amicably settled all their disputes and arrived at an MoU, out of their own free will and consent and without any fear or coercion. She, thus, submits that she does not wish to pursue the present matter any further and wants to move forward in life with a clean slate.

14. Learned APP for the State submits that in view of the nature of the dispute between the parties, the State has no objection, if the present petition is allowed.

15. Pertinently, the Supreme Court has held that under Section 528 of the BNSS, High Courts may quash criminal proceedings, even with respect to non-compoundable offences, if the concerned parties have arrived at a compromise or settlement, and particularly when no overarching public interest is adversely affected by quashing the same.

16. In ***Jitendra Raghuvanshi and Others Versus Babita Raghuvanshi and Another, (2013) 4 SCC 58***, the Supreme Court has held as under:

> *"xxx xxx xxx*
>
> ***14. <u>The inherent powers of the High Court under Section 482 of</u>***

Signature Not Verified
Digitally Signed
By:HARIOM SHARMA
Signing Date:13.10.2026
09:21:13

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 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.

xxx xxx xxx"

(Emphasis Supplied)

17. Considering the fact that the parties have amicably settled their matrimonial dispute and that petitioner no. 1 and respondent no. 2 are already divorced, this Court finds no impediment in allowing the present petition.

18. Accordingly, *FIR No. 711/2017* dated 05th October, 2017, registered under Sections 498/406 of the IPC, at PS Uttam Nagar, South West Delhi, and all consequential proceedings emanating therefrom, are accordingly quashed.

19. The parties shall remain bound by the terms of the MoU dated 05th April, 2023.

Signature Not Verified
Digitally Signed
By:HARIOM SHARMA
Signing Date:13.10.2026
09:21:13

20. The present petition is allowed and disposed of in the aforesaid terms.

MINI PUSHKARNA, J

OCTOBER 9, 2026
c

Signature Not Verified
Digitally Signed
By:HARIOM SHARMA
Signing Date:13.10.2026
09:21:13