



2026-DHC-883



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* IN THE HIGH COURT OF DELHI AT NEW DELHI

% *Date of Decision: 2nd February, 2026*

+ CRL.M.C. 856/2026&CRL.M.A. 3390/2026
SHRI ASHISH KASHYAP & ANR.

.....Petitioner

Through: Mr. Satish Kumar, Advocate along
with petitioner in person.

versus

STATE N.C.T. OF DELHI & ANR.

.....Respondent

Through: Mr. Raj Kumar, APP with SI Rocky.
Mr. Anand Kumar and Mr. Pankaj
Aggarwal, Advocate for R-2 along
with R-2 in person.

CORAM:

HON'BLE MR. JUSTICE MANOJ JAIN

JUDGMENT (oral)

1. Petitioners herein seek quashing of FIR No. 290/2016 dated 03.07.2016, registered at P.S. Swaroop Nagar, under Sections 498A/406/34 IPC, along with all consequential proceedings arising therefrom, on the basis of compromise arrived at between the parties.

2. The marriage between complainant (respondent No.2 herein) and petitioner No.1 was solemnized on 22.07.2012, as per Hindu rites and ceremonies. However, due to certain temperamental differences, the parties could not live together and started living separately since 19.04.2017.

3. On account of such matrimonial discord, a complaint was lodged by respondent No.2, which resulted into registration of the abovesaid FIR and the criminal case.



4. When the abovesaid criminal case was taken up by learned Magisterial Court, the matter was referred to mediation and, fortunately, the parties have arrived at amicable settlement. The settlement has taken place under the *aegis* of *Counseling Cell, Rohini District Courts, Delhi* with the able assistance of Mr. Balbir Singh, Counselor attached with Family Courts, North District, Rohini Delhi.

5. Both the parties have agreed to part ways in a graceful manner.

6. Broad terms of settlement are contained in *Memorandum of Settlement* dated 31.01.2025 and in terms thereof, parties have already obtained divorce by way of mutual consent on 26.07.2025.

7. There is one child from the abovesaid wedlock and, as per the terms of settlement, the custody of the child would remain with petitioner No.1 i.e. Father, though, visitation rights have been duly specified in the settlement dated 31.01.2025.

8. As per the terms of settlement, respondent No.2 has agreed to accept a total sum of Rs.6 lacs towards full and final settlement of all her claims *in lieu* of alimony, *istridhan*, maintenance for self (past, present and future).

9. Respondent No.2 submits that a sum of Rs. 4 lacs has already been received and the balance amount of Rs. 2 lacs has been brought by way of demand draft bearing no. 926634 dated 12.12.2025 drawn on Kotak Mahindra Bank.

10. Parties are present in Court and the Court has interacted with them.

11. Upon a query, respondent No.2 has reiterated the terms and conditions of the settlement and submits that in view of such settlement, she is no longer interested in pursuing with instant FIR.

12. It is informed that chargesheet had been filed way back in the year 2017



2026-DHC-883



and the case is at the stage of miscellaneous appearance.

13. The Investigating Officer (I.O.) is present and duly identifies her.
14. In view of the settlement arrived at between the parties, continuing with criminal proceedings would serve no useful purpose, especially, when dispute does not involve any public interest and is, primarily, private in nature. In any case, even the complainant does not wish to press any charges against the petitioners.
15. Accordingly, exercising inherent powers vested in this Court under Section 528 of the BNSS, it is deemed appropriate to quash the instant FIR.
16. Consequently, to secure the ends of justice, FIR No. 290/2016 dated 04.10.2021, registered at P.S. Swaroop Nagar, under Sections 498A/406/34 IPC, along with all consequential proceedings emanating therefrom, is hereby, quashed.
17. The petition stands disposed of in aforesaid terms.
18. Pending application also stands disposed of.

(MANOJ JAIN)
JUDGE

FEBRUARY 2, 2026/sw/pb