

Shekher Singh and Ors vs State Through Sho Ps Jamia Nagar & Anr.

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Court : Delhi

Decided On : Mar-30-2026

Judge : Hon'Ble Mr. Justice Saurabh Banerjee

Appeal No. : CRL.M.C./2379/2026

Appellant : Shekher Singh and Ors

Respondent : State Through Sho Ps Jamia Nagar & Anr.

Advocate for Pet/Ap. : Mr. Mohit Dwivedi, Mr. Bhupender Singh Raghav, Ms. Meenakshi Dahiya, Mr. Apoorva Khosla, Ms. Vanshika, Mr. Bhanu Pratap Singh

Judgement :

* IN THE HIGH COURT OF DELHI AT NEW DELHI

+ CRL.M.C. 2379/2026, CRL.M.A. 9665/2026 SHEKHER SINGH AND ORSPetitioners Through: Mr. Mohit Dwivedi, Mr. Bhupender Singh Raghav, Advs. with petitioners in person

versus

STATE THROUGH SHO PS JAMIA NAGAR & ANR.

.....Respondents Through: Ms. Meenakshi Dahiya, APP for the State with Mr. Apoorva Khosla, Ms. Vanshika and Mr. Bhanu Pratap Singh, Advs. with SI Inderjeet Singh and SI Pardeep Malik, PS.: Jamia Nagar. R-2 present in person (through VC)

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

% 30.03.2026

1. By virtue of the present petition under Section 528 of the Bharatiya

Nagarik Suraksha Sanhita, 2023 (BNSS), the petitioners seek quashing of the FIR No.181/2021 dated 20.04.2021 registered at PS.: Jamia Nagar, Delhi under Sections 498A/406/34 of the Indian Penal Code, 1860 (IPC) and all proceedings emanating therefrom, in view of the Memorandum of Understanding (MoU) dated 18.10.2025 [Annexure P3] arrived between the petitioner no.1 and the respondent no.2, which is accompanied by their respective proofs of identities.

2. Issue notice.

3. Learned APP for the State accepts notice and submits that she has

no objection to the quashing of the aforesaid FIR.

4. Respondent no.2, present in Court, also accepts notice and affirms

the terms of the aforesaid MoU dated 18.10.2025, whereby the petitioner no.1 has already paid her a sum of Rs.30,00,000/- out of the total

settlement amount of Rs.36,00,000/- and a Demand Draft dated 27.03.2026 bearing no.819845 of Rs.6,00,000/- (Punjab National Bank) has been handed over in Court to her today as full and final settlement of all her present, past and future claims including alimony, maintenance, etc. Respondent no.2 further submits that her marriage with the petitioner no.1 has since been dissolved by mutual consent under Section 13B(2) of the Hindu Marriage Act, 1995 vide Decree dated 07.02.2026, and as such, she has no objection to the quashing of the aforesaid FIR.

5. 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.

6. Facts disclose that a settlement has already been arrived voluntarily

between the petitioner no.1 and respondent no.2 as also the present petition is accompanied by their respective affidavit(s) to the said effect. In view thereof, the parties shall remain bound by all the terms and conditions of the settlement arrived inter se themselves. As such, following the law laid down by the Honble Supreme Court in Jitendra Raghuvanshi & Ors. vs. Babita Raghuvanshi & 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, since there is nothing left to corroborate and prove the case of the prosecution,

continuation of the aforesaid FIR against the petitioners will be an exercise in futility.

7. Thus the present petition is allowed and FIR No.181/2021 dated

20.04.2021 registered at PS.: Jamia Nagar, Delhi under Sections 498A/406/34 of the IPC and all proceedings emanating therefrom are

hereby quashed.

8. Accordingly, the present petition, alongwith the pending

application, is disposed of in the aforesaid terms.

SAURABH BANERJEE, J

MARCH 30, 2026/bh

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