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

**Date of decision: 07.10.2015**

**W.P.(CRL) 2249/2015 & CRL.M.A. 14811/2015**

**MOHD. DANISH & ORS**

..... Petitioners

Through: Mr Urooj Ahmad Khan, Advocate.

versus

**THE STATE ( GOVT OF NCT OF DELHI) & ANR** ..... Respondents

Through: Mr R.S.Kundu, Addl. Standing  
Counsel (Crl.) with SI Khem Chand,  
PS- Welcome.

Mr Akhtar Shamim, Advocate for R-  
2.

**CORAM:**

**HON'BLE MR JUSTICE SIDDHARTH MRIDUL**

**SIDDHARTH MRIDUL, J (ORAL)**

1. The present is a petition under Article 226 of the Constitution of India read with Section 482 of the Code of Criminal Procedure, 1973 (hereinafter referred to as 'the Code') praying for a direction to quash FIR No.753/2014

under Sections 498A/406/34 IPC and Section 4 of the Dowry Prohibition Act, 1961 registered at Police Station- Welcome Colony, Delhi, and the proceedings arising therefrom.

**2.** The facts as are relevant for the purposes of the present petition are that the respondent No.2/complainant was married to petitioner No.1 as per Muslim rites and customs on 12.10.2008. The parties to the marriage have two children, namely, Arman and Arhan who were born on 12.01.2010 and 31.07.2011 respectively. Arman and Arhan are in the custody of the respondent No.2/ complainant and the petitioner No.1 has agreed that he shall have no visitation rights. The petitioner No.1 has further agreed that he shall not claim the custody of the said children at any stage. Owing to ideological and temperamental differences the parties to the marriage have been living separately since 09.05.2013. On a complaint filed by the respondent No.2, the subject FIR was registered against the petitioner No.1 and his family members. With the intervention of the Delhi Mediation Centre, Karkardooma Courts, Delhi, the parties have arrived at an amicable resolution of all their matrimonial disputes. The agreement arrived at between the parties before the Delhi Mediation Centre, Karkardooma Courts,

Delhi, reveals the terms and conditions of the said settlement. They are as follows:

“1. Admittedly, the Talaq, as per Muslim Law, has already been pronounced by the respondent No.1 to the complainant Ms. Shafia on 03.07.2013 through written talaqnama which has been acknowledged by her.

2. It is agreed between the parties that the respondent no.1 shall pay the total sum of Rs. 3,00,000/- (Rupees Three Lacs only) to the complainant Ms. Shafia as full and final settlement of all her claims arising out of the marriage with the respondent no.1 including maintenance (present, past and future) of the complainant as well as abovesaid children, permanent alimony, dowry articles, jewellery, mehar etc.

3. It has been further agreed between the parties that the agreed amount of Rs.3,00,000/- shall be paid as under:-

(i) Rs.2,00,000/- (Rupees Two Lacs only) shall be paid by way of cash/DD before the concerned court on 04.02.2015.

(ii) Rs.50,000/- (Rupees Fifty Thousand only) shall be paid by way of cash/DD at the

time of withdrawal of present case from the concerned court on the date fixed.

(iii) Remaining amount of Rs.50,000/- (Rupees Fifty Thousand only) shall be paid by way of cash/DD at the time of quashing of instant FIR before the Hon'ble High Court of Delhi which shall be filed by respondent no.1 in the last week of September, 2015 and the complainant Shafia shall cooperate by giving her statement at the time of quashing of FIR before the Hon'ble High Court of Delhi.

4. It is agreed between the parties that the custody of minor children Arman and Arhan shall remain with the complainant no.1 and respondent no.1 shall have no visitation right and he shall not claim their custody at any point of time. The complainant no.1 shall take proper care for upbringing of the children.

5. It is agreed that after receipt of the entire settled amount of Rs.3,00,000/- in the manner as agreed herein above, the complainant shall be left with no disputes/claims against the respondent no.1 or any of his family members in future.

6. It has been further agreed that apart from above, no other case or complaint is pending before any court of law or authority and if found, the same shall be

deemed to be settled as withdrawn in view of the present settlement.

7. It is agreed between the parties that this settlement is arrived at between the parties voluntarily without there being any pressure, coercion or threat or undue influence of any kind.”

3. In a nutshell it has been agreed by and between the parties that the petitioner No.1 shall pay, in aggregate, a sum of Rs.3,00,000/- to the respondent No.2 towards all the latter's claim including maintenance towards past, present and future. A sum of Rs.2,50,000/- has already been received by the respondent No.2. The balance amount of Rs.50,000/- has been paid to the respondent in cash in court today. The respondent No.2 acknowledges receipt of the said sum. The respondent No.2, who is present in person and has been identified by the IO in the subject FIR, SI Khem Chand, states that in view of the settlement arrived at between the parties, she is no longer keen to proceed with the subject FIR and the proceedings emanating therefrom.

4. Since the dispute between the parties, which arose out of a marital discord, has been settled amicably without any undue influence, pressure or

coercion, no useful purpose will be served by proceeding with the subject FIR and the proceedings arising therefrom.

5. Resultantly, FIR No.753/2014 under Sections 498A/406/34 IPC and Section 4 of the Dowry Prohibition Act, 1961 registered at Police Station- Welcome Colony, Delhi, and the proceedings arising therefrom are hereby set aside and quashed *qua* the petitioners subject to their depositing a sum of Rs.5,000/- in aggregate with the New Delhi Bar Association Library Fund within a period of two weeks from today. Receipt thereof shall be provided to the IO in the subject FIR.

6. The petition is disposed of accordingly.

**OCTOBER 07, 2015**

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**SIDDHARTH MRIDUL, J**