

#36

IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 15.01.2016

W.P.(CRL) 126/2016

MOHAMMAD ZAIGHAM & ORS

..... Petitioners

Through: Mr. Shanif Ahmad and Mr. Shakeel
Ahmad, Advocates

versus

THE STATE (GOVT OF NCT DELHI) & ANR Respondents

Through: Ms. Nandita Rao, ASC (Criminal)
with Ms. Srilina Roy, Advocate and
SI Suraj Pal, PS- Keshav Puram for
R-1
R-2 in person

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 (Cr.P.C.) seeking quashing of FIR No.66/2014, under Sections 406/498A IPC, registered at Police Station- Keshav Puram, Delhi and the proceedings arising therefrom.

2. The facts in brief are that on 05.04.2012 Mohd. Zaigham (petitioner No.1 herein) married Sarina Bano (respondent No.2/complainant herein) according to Muslim customs and ceremonies in Delhi. No child was born out of the said wedlock. Owing to ideological and temperamental differences the parties to the marriage have been living separately since 31.12.2012. On a complaint filed by Sarina Bano against her husband, Mohd. Zaigham and his family members, the subject FIR was registered.

3. Eventually better sense prevailed and the parties decided to settle all their matrimonial disputes with the assistance of Delhi Mediation Centre, Rohini Courts, Delhi. The settlement agreement dated 08.10.2015 is annexed to this petition at Page No.84. The salient terms and conditions of the said settlement agreement dated 08.10.2015 are as follows:-

“1) The respondent/husband Mohd. Zaigham/respondent No.1 will give divorce to the complainant/wife as per customs of Muslim Law applicable to parties within 15 days from today.

2) It is settled that the respondent no.1/husband shall pay a sum of Rs.20,00,000/- (Rupees Twenty Lac only) in full and final settlement of all the claims of the complainant/wife on account of maintenance (past, present & future), permanent alimony, along with iddat period istridhan, jewellery, dowry articles, inheritance, properties etc.

3) Apart from that the respondent no.1/husband shall return the dowry articles as per admitted list as Annexure 'A' to the complainant/wife on or before 31.10.2015 before the Id. Referral Court under proper receipt.

i) Rs.5,00,000/- (Rupees Five Lac Only) shall be paid by the husband/respondent no.1 to the wife/complainant on or before 31.10.2015 before the Ld. Referral Court. The complainant shall withdraw the present petition.

ii) Remaining amount of Rs.15,00,000/- (Rupees Fifteen Lac Only) shall be paid by the husband/respondent no.1 to the wife/complainant at the time of quashing of FIR No.66/14, U/s 498A/354B/34 IPC, PS Keshav Puram and said joint petition would be filed within three months from today and the complainant shall co-operate the same.

4) It is settled that the complainant shall not oppose to the bail application of the accused and his family member and shall cooperate in quashing petition by giving her statements/affidavit.

5) Complainant has already received the *mehar* amount from the respondent Mohd. Zaigham.

6) After receipt of first installment, the complainant shall withdraw the present case from the Ld. Referral Court.

7) Once the settlement is taken to its logical conclusion, there would remain no dispute between the parties.

8) Whatever cost of litigation has been incurred by any of the parties till date would be borne by them.

9) It is undertaken by the respective parties that in future, they will not interfere in the life of each other.

10) If any of the parties has filed any case/complaint/petition against the other party (whether known to that party or not), it would be treated as null and void on completion of this settlement and it shall be the obligation of the said party who has filed such complaint/case/petition to withdraw the same on its own.

11) It is also agreed that none of the parties shall file any case, petition or claim against each other, in future towards this marriage.

12) It is also agreed that in case of default to execute this settlement, the parties are at liberty to pursue their cases against each other as per law.

The parties have settled their dispute voluntarily, without any fear, force, coercion or undue influence from any side. The parties shall be bound by the terms of the present settlement and that they shall cooperate with each other for the execution of the same.”

4. In a nutshell, it has been agreed by and between the parties that Mohd. Zaigham shall pay a sum of Rs.20,00,000/- (Rupees Twenty Lakhs Only) to Sarina Bano towards full and final settlement of all her claims qua maintenance (past, present and future), permanent alimony along with iddat period, istridhan, jewellery, dowry articles, inheritance, properties etc. In pursuance to the aforesaid settlement, a sum of Rs.5,00,000/- (Rupees Five Lakhs Only) has already been received by Sarina Bano. The balance sum of

Rs.15,00,000/- (Rupees Fifteen Lakhs Only) has been brought to the Court in the shape of three Demand Drafts bearing Nos.004235, 004215, 004216, dated 01.01.2016, 14.12.2015 and 14.12.2015 respectively, in the sum of Rs.10,00,000/- (Rupees Ten Lakhs Only), Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) and Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) respectively drawn on IDBI Bank, Transport Chauraha, Joya Road, Amroha, U.P. in favour of Sarina Bano. The same are handed over to the Sarina Bano, the complainant herein in Court today, who acknowledges receipt thereof subject to their realization.

5. Sarina Bano, respondent No.2/complainant, who is present in Court and has been duly identified by IO Suraj Pal, Police Station- Keshav Puram, Delhi 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 arising therefrom.

6. In view of the foregoing, since the dispute which resulted in the registration of the subject FIR has already been resolved amicably by the parties without any undue influence, pressure or coercion, no useful purpose will be served by proceeding with the subject FIR and the proceedings arising therefrom.

7. Consequently, FIR No.66/2014, under Sections 406/498A IPC, registered at Police Station- Keshav Puram, Delhi and the proceedings arising therefrom are hereby set aside and quashed *qua* all the petitioners subject to their depositing a sum of Rs.2,000/- (Rupees Two Thousand Only) each with the Victims' Compensation Fund, Government of NCT of Delhi within a period of two weeks from today. The receipt of the said deposit shall be furnished to the concerned IO namely, SI Suraj Pal, Police Station- Keshav Puram, Delhi.

8. The writ petition is disposed of accordingly.

SIDDHARTH MRIDUL, J

JANUARY 15, 2016

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