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* IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 18th February, 2016

+ W.P.(CRL) 443/2016 and Crl. MA No. 2385/2016 (Exemption)

JAVED MIRZA & ORS.

..... Petitioners

Through

Mr. Sunil K. Kalra and Mr. Mohd. Salim, Advs. along with petitioner no.1

versus

THE STATE & ANR

..... Respondents

Through

Mr. Sanjay Lao, ASC (Crl.)
SI Iftkar Ahmad, PS Jafrabad
Respondent no. 2/complainant in-person

CORAM:

HON'BLE MR. JUSTICE SIDDHARTH MRIDUL

SIDDHARTH MRIDUL, J (ORAL)

Crl. MA No. 2385/2016 (Exemption)

1. Exemptions allowed subject to all just exceptions.
2. The application stands disposed of.

W.P.(CRL) 443/2016

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 seeking

quashing of FIR No. 506/2015 under Sections 406/498A/34 IPC registered at Police Station- Jafrabad, Delhi and the proceedings arising therefrom.

2. The facts in brief are that the petitioner no. 1 (husband) and respondent No.2/complainant (wife) were married to each other according to Muslim rites and customs on 4th May, 2014. Owing to temperamental and ideological differences between the parties to the marriage, they started living separately since 6th August, 2014. No child has been born out of the said wedlock. On a complaint instituted by respondent no.2 (wife), the subject FIR was registered against the petitioner no. 1 (husband) and his family members.

3. Counsel for the parties state that with the aid and assistance of Delhi Mediation Centre, Karkardooma Courts, Delhi, the outstanding matrimonial dispute between the parties to the union has been settled amicably by an order dated 30th October, 2015. The salient terms and conditions of the settlement as enshrined in the said order are as follows:-

“1. It has been agreed between the parties that both complainant/wife and respondent/husband shall execute talaqnama in the first week of January 2016.

2. It has been further agreed between the parties that the respondent/husband shall pay Rs. 3,50,000/- (Rs. Three Lacs Fifty Thousand only) + dowry articles as per list

annexed herewith as **Mark A (except jewellery)** to complainant/wife as full and final settlement of all the claims of the complainant such as maintenance (past, present and future), mehar, permanent alimony etc.

3. It has been further agreed between the parties that the above said settled amount of Rs. 3,50,000/- shall be paid by the respondent/husband to the complainant/wife by way of cash/DD in the court concerned as per the following schedule:-

(i) Rs. 1,50,000/- shall be paid on 1.12.2015 and on the same day, the complainant shall withdraw her above mentioned case u/s 125 Cr.P.C. from the concerned Court.

(ii) Rs. 2,00,000/- (Rs. Two Lacs only) shall be paid at the time of quashing of the abovesaid FIR bearing no. 506/2015 before the Hon'ble High Court of Delhi and the said quashing petition shall be filed by the respondent/husband in the last week of January 2016. It is further agreed that the complainant shall cooperate with the respondents in getting the abovesaid FIR quashed.

4. It has been further agreed between the parties that the articles as per **list Mark A** shall be returned by the respondent/husband to the complainant on or before 16.11.2015 in the presence of the IO.

5. It has been further agreed between the parties that the respondent/husband shall return a Yamaha bike bearing No. DL-3S-3319 and an Usha Sewing Machine to the complainant/wife on 16.11.2015.

6. It is further agreed that after this settlement, both the parties shall be left with no claims against each other of any nature whatsoever and shall be free to live their lives independently without interference of each other and shall not claim any rights in any movable or immovable properties of the respondent/husband and vice-versa and his

family members and also both the parties and their relatives shall not file any case/litigation against each other in future pertaining to this marriage.

7. It is agreed that both the parties have arrived at the present settlement out of their free will and consent without any force, compulsion or coercion and they are signing the present settlement after fully understanding the contents of the same, which have also been read over to them in vernacular.

8. It is agreed that both the parties undertake to remain bound by the terms of settlement.”

4. At this stage, learned counsel appearing on behalf of the parties invites my attention to the order dated 21st December, 2015 passed by the ASJ, Shahdara District, Karkardooma Courts, Delhi whereby petitioner no. 1 was directed to pay an additional amount of Rs. 15,000/- to the respondent no. 2/complainant (wife) in lieu of the remaining five articles of stridhan, which were not returned by the petitioners as per the afore-mentioned list Mark A.

5. In a nutshell, it is agreed by and between the parties to the union that respondent no. 2 (wife) shall be paid a total sum of Rs. 3.65 lakhs towards all her claims against the petitioners.

6. Counsel for the parties further state that pursuant to the said settlement between the parties to the union, the sum of Rs. 1.50 lakhs has already been received by respondent no.2 (wife). The balance sum of Rs. 2,15,000/- has

been brought to the Court in the shape of a demand draft bearing No. 010167 dated 19th January, 2016 drawn on IDBI Bank, Delhi in favour of respondent no. 2(wife) herein. The latter acknowledges receipt thereof subject to its encashment.

7. Counsel for the parties also state that pursuant to the settlement arrived at between the parties to the union, a *Talaqnama* in accordance with Muslim Personal Law has already been executed between the parties on 27th January, 2016.

8. Ms. Fehmida, the respondent No.2/complainant (wife), who is present in Court and has been identified by the Investigating Officer i.e. SI Iftkar Ahmad, Police Station- Jafrabad, Delhi, states that in pursuance to the settlement arrived at between the parties to the union, she is no longer keen to proceed with the subject FIR and the proceedings emanating therefrom.

9. Since the dispute between the parties which arose out of a matrimonial discord between petitioner no. 1 and respondent no. 2 and resulted in the registration of the subject FIR, has been settled amicably by way of a settlement before the ASJ, Shahdara District, Karkardooma Courts, Delhi by order dated 30th October, 2015, without any undue influence, pressure or coercion; as the parties have obtained *Talaqnama* on 27th January, 2016; and

the settlement between the parties is lawful, no useful purpose will be served by proceeding with the subject FIR and the proceedings arising therefrom.

10. Resultantly, the FIR No. 506/2015 under Sections 406/498A/34 IPC registered at Police Station- Jafrabad, Delhi and the proceedings arising therefrom are hereby set aside and quashed qua all the petitioners subject to their depositing a sum of Rs. 5,000/- each with the Delhi High Court Legal Services Committee within a period of two weeks from today. A copy of the receipt thereof shall be provided to the Investigating Officer in the subject FIR.

11. It is also observed that as a consequence of the settlement arrived at between the parties to the marriage, a quietus will be applied to the case filed by the respondent no.2/complainant (wife) under Section 125 Cr.P.C. pending in the Court of Sh. B.R. Kedia, Principal Judge, Family Courts, Karkardooma Courts, Delhi, in addition to the disposal of the present writ petition.

12. With the above directions, the writ petition is allowed and disposed of accordingly.

SIDDHARTH MRIDUL, J

FEBRUARY 18, 2016

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