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

Date of decision: 16th February, 2016

+ W.P.(CRL) 507/2016

TIPU SULTAN SAIFI & ORS. Petitioners
Through Mr. M.S. Khan, Mr. Alim Miraj and
Mr. T. Ali Khan, Advocates along
with petitioners
versus

STATE & ANR Respondents
Through Ms. Richa Kapoor, ASC (Crl.) with
Ms. Mallika Parmar, Advocate
SI Shabbir Ali, P.S. Sangam Vihar
Resp. no.2/complainant 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 seeking quashing of FIR No. 399/2014 under Sections 406/498A/34 IPC registered at Police Station- Sangam Vihar, 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 15th November, 2011. Owing to temperamental

and ideological differences between the parties to the marriage, they started living separately since 2012. One child namely Master Ashad has been born out of the said wedlock and is presently in the custody of respondent no.2/complainant (wife). 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 Mediation Centre, Saket Courts, New Delhi, the outstanding matrimonial dispute between the parties to the union has been settled amicably by way of a Settlement Agreement dated 26th August, 2015. The salient terms and conditions of the settlement as enshrined in the said Settlement Agreement are as follows:-

“1. The second party Tipu Sultan Saifi has pronounced ‘Talak’ to the first party Smt. Yasmeen as per Muslim law and rites which has been accepted by the first party.

2. It is agreed between the parties that they have fully and finally settled all their claims towards istridhan, Mehar and maintenance- past, present and future, as well as towards any other articles and/or issue and/or disputes concerning the wedlock of the parties and also for the above-named minor son of the parties, for a total sum of Rs. 3,75,000/- (Rupees Three Lac Seventy Five Thousand only).

3. It is also agreed between the parties that the settled amount of Rs. 3,75,000/- will be paid by the second party

to the first party in total six (6) installments by way of cash/DD at different stages, in the following manner:

- (a) First installment of Rs. 50,000/- (Rupees Fifty Thousand only) will be paid on 11.9.2015 before the court of Ms. Poonam A. Bamba, learned Judge, Family Court, Saket at the time of making statement by the first party for withdrawal of the petition under Section 125 Cr.P.C. and the execution petition.
- (b) Second installment of Rs. 50,000/- (Rupees Fifty Thousand only) will be paid before the learned referral court of Ms. Ankita Lal, learned MM, Saket Court, at the time of making statement by the first party for withdrawal of the present petition under DV Act on 8.10.2015.
- (c) Thereafter, one installment of Rs. (Rupees Fifty Thousand only) and two installments of Rs. 75,000/- (Rupees seventy five thousand only) each will be paid on 10.11.2015; 10.12.2015 and on 10.1.2016 at the house of the first party against acknowledgment.

4. It is also agreed between the parties that the last installment of Rs. 75,000/- (Rupees seventy five thousand only) will be paid by the second party to the first party at the time of making statements by the parties before the Hon'ble High Court of Delhi for quashing of the proceedings arising out of case FIR No. 399/2014, PS Sangam Vihar, under Section 498A/406/34 IPC and that the petition for quashing of the said FIR will be filed by the second party by or before 10.2.2016.

5. It is also agreed between the parties that the expenses for drafting and filing the petition for quashing of the FIR will be borne exclusively by the second party, however, the first party shall cooperate at all stages to

the second party, including that of drafting and signing of the quashing petition and making statements before Hon'ble High Court of Delhi.

6. It is also agreed that henceforth, the above named minor son of the parties shall remain in the care and custody of his mother (the first party herein) and that the second party shall have no visitation rights over the said minor son and that he will also not claim the custody of the minor son in future in any circumstance. It is also agreed that henceforth, the education expenses and all other day to day expenses of the minor child will be borne by the first party for which nothing will be claimed from the second party.

7. It is also agreed between the parties that henceforth, they will not file any claim against each other or their family members with regard to their marriage solemnized on 15.11.2011.”

4. In a nutshell, it has been agreed by and between the parties to the union that respondent no. 2 (wife) shall be paid a sum of Rs. 3.75 lakhs towards all her claims against the petitioners.

5. Counsel for the parties further state that pursuant to the said settlement between the parties to the union, a sum of Rs. 2.25 lakhs has already been received by respondent no.2 (wife). The balance sum of Rs. 1.50 lakhs has been paid to respondent no. 2 (wife) today. The latter acknowledges receipt thereof.

6. Counsel for the parties also state that a *Talaqnama* in accordance with Muslim Personal Law has already been executed between the parties which has been formalized under the terms of the Settlement Agreement dated 26th August, 2015.

7. Ms. Yasmeen, the respondent No.2/complainant (wife), who is present in Court and has been identified by the Investigating Officer i.e. SI Shabbir Ali, Police Station- Sangam Vihar, 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.

8. 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 Agreement dated 26th August, 2015, without any undue influence, pressure or coercion; as the parties have obtained *Talaqnama*; 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.

9. Resultantly, the FIR No. 399/2014 under Sections 406/498A/34 IPC registered at Police Station- Sangam Vihar, Delhi and the proceedings arising therefrom are hereby set aside and quashed qua all the petitioners

subject to each one of them paying a sum of Rs. 5,000/- each (Rs. 35,000/- in aggregate) to Ms. Yasmeen, the respondent no. 2/ complainant (wife) within a period of eight weeks from today to enure to the benefit of her minor son- Ashad. A copy of the receipt thereof shall be provided to the Investigating Officer in the subject FIR.

10. The respondent no. 2/complainant (wife) undertakes to deposit the aforesaid amount of Rs. 35,000/- in a joint bank account to be opened in the name of the complainant and her minor son- Ashad and operated by the complainant as guardian of the minor. The undertaking given by the respondent no. 2 is hereby accepted.

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

12. Copy of this order be given dasti under signature of the Court Master.

SIDDHARTH MRIDUL, J

FEBRUARY 16, 2016
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