

CRIMINAL APPLICATION NO.350 OF 2018

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- CORAM : R. M. SAVANT &
SARANG V. KOTWAL, JJ.
DATE : 11th APRIL, 2018.**

2. The Applicant had applied for pre-arrest bail vide Application No.1220/17. In the said proceedings, the Applicant

and Respondent No.2 arrived at a settlement, which is reduced into writing by way of “Terms of Settlement”, which are dated 01/03/2018. In the context of the relief sought in the above Application clause Nos.(iv) and (v) of the “Terms of Settlement” are relevant and are reproduced hereinunder;

“(iv) The party of the second part, the wife agrees and undertakes to withdraw all the complaints filed by her under the Indian Penal Code, Protection of Women from Domestic Violence Act etc., with the various authorities and Courts, against the party of the first part and his other family members. Similarly the party of the First Part also undertakes to withdraw all complaints and cases filed against the party of the Second Part and all/any of her family members or relatives.

The Party of the Second Part has filed an FIR against the Party of the First Part and his family members being FIR No.158 of 2017 under Section 498A, 406, 504, 506, 323 r/w 34 of Indian Penal Code with the Santacruz Police Station on 3rd April 2017 and the Party of the Second Part, the Wife herein agrees to co-operate

for quashing of the FIR being FIR No.158 of 2017 of Santacruz Police Station under Section 498A, 406, 504, 506, 323 r/w 34 of Indian Penal Code and also hereby gives her No-Objection for grant of anticipatory bail to the First Party in the above proceedings pending before this Hon'ble Court.

- (v) *Both Parties agree to withdraw cases filed against each other in all the Courts and if the cases are not compoundable the Parties shall approach the Hon'ble High Court for quashing under section 482 of Cr.P.C. or by filing a Petition in accordance with law after execution of this Deed of Divorce by Mutual Consent and the Party of the Second Part, the Wife shall give consent in the court by filing an Affidavit in accordance with law for quashing of C.R.158 of 2017 dated 3rd April 2017 under section 498A, 406, 504, 506, 323 r/w 34 of Indian Penal Code registered at the Santacruz Police Station, Mumbai within one week from the date of signing of the Divorce by Mutual Consent.”*

3. In terms of the said settlement, the parties have dissolved the marriage by mutual consent by Deed of Dissolution

of marriage dated 13/03/2018. The said Deed of Dissolution of marriage, interalia, contains the terms and conditions on the basis of which the Dissolution of Marriage between the Applicant No.1 and Respondent No.2 has taken place. The Respondent No.2 herein has also filed an affidavit dated 20/03/2018. In the said affidavit she has agreed to the FIR being quashed by consent.

4. The Respondent No.2 i.e. first informant is personally present in the Court. She is identified by the learned Counsel Ms.Yasmin Ali Shaikh. She is also identified by her Adhar Card bearing No.5287 1079 3787. The said Aadhar Card is in her maiden name Shaikh Nida Khalid. When put in the box and queried, she has accepted the factum of the Terms of Settlement dated 01/03/2018. She has further stated that the contents of the said Terms of Settlement are acceptable to her. She has further stated that the affidavit filed by her is out of her own will and volition.
5. The Applicant No.1 Saud Khalid Solanki is also present

in the Court. He is identified by learned Counsel Mr.Mubin Solkar, i/b. Mr.Yusuf S.Mithi a/w Ms.Zara Salati. He is also identified by his Aadhar Card No.5442 6650 5009. When put in the box and queried he accepted the factum of the Terms of Settlement arrived at between the parties, which evidences the settlement, which has taken place between the parties, as a consequence of which, the Respondent No.2 does not desire to proceed with the FIR in question. Hence, as per the Terms of Settlement dated 01/03/2018, the Deed of Dissolution of Marriage dated 13/03/2018, the affidavit dated 20/03/2018 of the Respondent No.2 and the statement made by the Respondent No.2 and Applicant No.1, when put in the box and queried, the same lead to a conclusion that the parties have settled the dispute, as a result of which, the Respondent No.2 does not desire to proceed with the case in question.

6. Having regard to the judgments of the Apex Court in the matter of Gian Singh V/s. State of Punjab & Anr. Reported in (2012) 10 SCC 303 and Narinder Singh & Ors. V/s. State

of Punjab & Anr. reported in 2014 AIR SCW 2065, there is no impediment in allowing the above Criminal Writ Petition. No useful purpose would be served in keeping the proceedings pending.

7. The above Criminal Application is accordingly allowed and made absolute in terms of prayer clause (a) and (c). The FIR dated 03/04/2017 being C.R.No.158/2017 registered with Santacruz Police Station, would accordingly stand quashed. The Articles to be returned to Respondent No.2 in terms of the Panchanama which has been drawn.

8. Since the machinery of this Court has been utilized for settling the dispute, the Applicant to deposit the costs of Rs.10,000/- as also the Respondent No.2 to deposit the costs of Rs.10,000/-, totalling to Rs.20,000/- with the State Legal Aid Fund, within six weeks from date. Receipt to be obtained and filed in the Registry.

(SARANG V. KOTWAL, J.)

(R. M. SAVANT, J.)