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***IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION***

CRIMINAL APPLICATION NO.879 OF 2018

Aftab Farooque Paryani and Ors.	...Applicants
Versus	
The State of Maharashtra and Anr.	...Respondents

Mr.R.A.Shaikh, for the Applicants.

Mrs.S.D.Shinde, A.P.P for the Respondent-State.

Ms.Yasmin A.Shaikh, for the Respondent No.2.

***CORAM : R. M. SAVANT &
REVATI MOHITE DERE, JJ.***

DATE : 14th AUGUST, 2018

P.C. :

1. The above Application has been filed for quashing of the FIR being No.309 of 2018, registered with Goregaon Police Station, Mumbai, for the offences punishable under Sections 498(A), 323, 504, 506, 377, 34, 406 of the Indian Penal Code and under Sections 66(E) and 67 (A) of the Information Technology Act, 2000.

2. The said FIR is a consequence of the marital discord between

the Applicant No.1-Aftab Farooque Paryani and the Respondent No.2-Zeenat Aftab Paryani, who were husband and wife at the relevant time. The parties have executed a 'Deed of Divorce by Khula Talak', which is executed on 20th July, 2018, before Mr.R.R.Sharma, Advocate High Court and Notary, Government of India, having his office in Flat No.2, 'C' Wing, Building No.2, Shree Sai Complex CHS., Bandoor Wala Compound, Opposite S.T.Bus Depot, Savani Road, Mumbai – 400 025. In the context of the reliefs sought in the above Application, clause – vii of the said Consent Terms is relevant and is reproduced herein under :-

“vii. The party of the second part the wife agrees and undertakes to withdraw all the complaints filed by her with the various authorities, against the party of the first part and his other family members and undertakes not to file any complaints against the husband and in-laws on the execution of this deed and thereafter. The party of the second part also agrees and undertakes to extend all co-operation to the party of the first part and his other family members for quashing FIR No.309/2018 of Goregaon Police Station u/s 498(A), 323, 504, 506, 377, 406 r/w 34 of Indian Penal Code and u/s 66 (E) and 67 (A) of Information Technology Act in the Hon'ble Bombay High Court.”

3. In terms of the Consent Terms, the Respondent No.2 is to be paid an amount of Rs.6,50,000/- as permanent alimony/ maintenance. The Respondent No.2 has also filed an affidavit dated 23rd July, 2018 and affirmed before Mr.R.S.Kakad, Advocate High Court and Notary, Government of India, having his office at 26/1823, 1st Floor, Samadhan CHS Limited, Abhyudaya Nagar, Kalachowki, Mumbai – 400 033. Paragraph 7 of the said affidavit is material and is reproduced hereinunder:-

“7. I therefore pray that the above Criminal Application be allowed in terms of prayer clause (a) and (d) and this Hon'ble Court be pleased to quash and said FIR registered against the Applicant at Goregaon Police Station being C.R. No.309/2018 dated 25.5.2018.”

4. The Respondent No.2- Zeenat Aftab Paryani is personally present in Court. She is identified by the learned Counsel Ms.Yasmin Shaikh. She is also identified by her Aadhaar Card bearing No. 3731 2131 1443. When put in the box and queried, she states that she has read and understood the contents of her affidavit. She further states that in view of the settlement between her and the Applicant No.1, she has received an

amount of Rs.6,50,000/- from the Applicant No.1. She states that she has filed the said affidavit in view of the settlement between the parties, which is evidence by the Consent Deed of Divorce by Khula Talak. She lastly states that she has filed the said affidavit of her own free will and volition.

5. The Applicant No.1 - Aftab Farooque Paryani is also personally present in Court. He is identified by the learned Counsel Mr.Shaikh. He is also identified by his Aadhaar Card bearing No. 3052 9121 1296. When put in the box and queried, he accepts the factum of the Consent Deed of Divorce by Khula Talak having been entered into between the parties. He further states that in terms of the Consent Deed of Divorce by Khula Talak, he has paid an amount of Rs.6,50,000/- to the Respondent No.2. He lastly states that it is on account of the settlement that the Respondent No.2 is not desirous of proceeding with the FIR in question.

6. Having regard to the Consent Deed of Divorce by Khula Talak dated 20th July, 2018, entered into between the parties, the affidavit filed by the Respondent No.2 dated 23rd July, 2018, the statements made by the Respondent No.2 and the Applicant No.1 when put in the box and queried,

the same indicate that the parties have settled their dispute, as a result of which the Respondent No.2 is not desirous of proceeding with the FIR in question.

7. Having regard to the pronouncements of the Apex Court in the matter of *Gian Singh vs. State of Punjab & Anr.*¹ and *Narinder Singh & Ors. vs. State of Punjab & Anr.*², no useful purpose would be served in continuing with the FIR in question, in view of the settlement between the parties.

8. The above Criminal Application is therefore required to be allowed and is accordingly allowed in terms of prayer clause (a).

9. The above Criminal Application is accordingly disposed of.

10. In the facts and circumstances of the case, where the machinery of this Court is utilized for settling the dispute between the parties, the Applicant No.1 to deposit costs of Rs.10,000/- with the State Legal Aid

1 (2012) 10 SCC 303

2 2014 AIR SCW 2065

Fund within six weeks from date. Receipt to be obtained and filed in the Registry.

(REVATI MOHITE DERE, J.)

(R. M. SAVANT, J.)