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

% Judgment delivered on: 04.07.2018

+ CRL.M.C. 3282/2018

NOOR MOHAMMED & OTHERS Petitioners

versus

THE STATE & ANOTHER Respondents

Advocates who appeared in this case:

For the Petitioner : Mr. Salim Malik, Advocate.

For the Respondent: Mr. Kamal Kumar Ghai, APP for the State.
SI Shailendra Kumar Singh, PS Gokulpuri.
Mr. Paramjeet Singh and Mr. Chander
Shekhar, Advocates for R-2 with R-2 in person.

CORAM:-

HON'BLE MR JUSTICE SANJEEV SACHDEVA

JUDGMENT

04.07.2018

SANJEEV SACHDEVA, J. (ORAL)

Crl.M.A.11880/2018 (exemption)

Exemption is allowed subject to all just exceptions.

CRL.M.C. 3282/2018

1. The petitioners seek quashing of FIR No.381/2010 under Sections 498-A/406/34 IPC and Section 4 of Dowry Prohibition Act. Police Station Gokul Puri based on a settlement.

2. The subject FIR emanates out of a matrimonial discord.

Petitioner No.1 is the husband of respondent No.2. Petitioner Nos.2 and 3 are the father-in-law and mother-in-law of the respondent No.2. Petitioner No.4 is the brother-in-law of the respondent No.2. Petitioner Nos.5 & 6 are the relations of the respondent No.2.

3. Learned counsel for the petitioners submits that the disputes between the parties have been settled through the process of mediation held before Delhi Mediation Centre, Karkardooma Courts, Delhi on 01.05.2018. The parties have already been divorced as per Muslim Law on 16.02.2010.

4. The respondent No.2 was to be paid a total sum of Rs.4,80,000/-, which includes all claims of the wife including istridhan, dowry articles, mehar, iddat, permanent alimony, etc.

5. Out of the said amount of Rs.4,80,000/-, a sum of Rs.2,00,000/- has been deposited with the Registrar General of this Court, in terms of order dated 23.08.2011 in Bail Appl. No.626/2011. The parties agreed that the said amount along with the interest accrued thereon, if any, be released in favour of the respondent No.2.

6. Registry is directed to release the said amount of Rs.2,00,000/-, deposited by the petitioner in Bail Appln. No.626/2011 along with the interest accrued thereon, in favour of the respondent No.2.

7. Though the petitioner had given a cheque No.000063 dated 15.05.2018 drawn on HDFC Bank in the sum of Rs.2,80,000/- in

favour of the minor daughter of the parties so that the same can be kept in a fixed deposit till she attains majority, it is agreed that the petitioner shall create a fixed deposit in the sum of Rs.2,80,000/- in favour of the minor daughter under the guardianship of the respondent No.2 and handover the fixed deposit receipt to respondent No.2 on or before 09.07.2018. This arrangement has been arrived at since the cheque is in favour of the minor daughter and the minor daughter does not have a bank account.

8. It has also been agreed that the permanent custody of the minor daughter shall remain with the respondent No.2 with certain visitation rights, which have been agreed to between the parties.

9. Petitioner, who is present in Court in person, undertakes that he shall not claim any rights contrary to the settlement agreement between the parties and that he shall handover the Fixed Deposit Receipt positively on or before 09.07.2018. The undertaking is accepted.

10. The respondent No.2 is present in person and is identified by the Investigating Officer. She submits that she shall not present the cheque for encashment and shall return the same to the petitioner when the Fixed Deposit Receipt is handed over to her. She further submits that she has settled her disputes with the petitioners and does not wish to press charges against the petitioners and prosecute the complaint any further.

11. In view of the fact that the proceedings emanate out of a matrimonial discord and the parties have fully and finally settled their disputes and the respondent No.2 has stated that she does not wish to press the complaint any further and the fact that the parties have already been divorced as per Muslim Law on 16.02.2010, continuation of criminal proceedings will be an exercise in futility and justice in the case demands that the dispute between the parties is put to an end and peace is restored; securing the ends of justice being the ultimate guiding factor. It would be expedient to quash the subject FIR and the consequent proceedings emanating therefrom.

12. In view of the above, FIR No.381/2010 under Sections 498-A/406/34 IPC and Section 4 of Dowry Prohibition Act. Police Station Gokul Puri and the consequent proceedings emanating there from are quashed.

13. Order *Dasti* under the signatures of the Court Master.

JULY 04, 2018
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SANJEEV SACHDEVA, J