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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 207/2019**

MOHD. MUJEEB KHAN & ORS. Petitioners
Through: Mr.R.D.Tyagi, Advocate with
petitioners in person

versus

STATE & ANR Respondents
Through: Mr. Sanjeev Sabharwal, APP for State
With SI Arti, PS Hauz Qazi

CORAM:
HON'BLE MS. JUSTICE ANU MALHOTRA

ORDER
% **04.02.2020**

The Investigating Officer is present whose statement was already recorded on the date 27.1.2020 and the Investigating Officer had identified the petitioners as being the accused arrayed in the FIR as well as the respondent No.2 as being the complainant of the FIR in question.

The petitioners vide the present petition seek quashing of FIR No. 245/2015, PS Hauz Qazi, registered under Sections 498A/406/34 of the Indian Penal Code, 1860 submitting to the effect that a settlement has been arrived at between the parties and no useful purpose would be served by the continuation of the proceedings in relation to the FIR in question.

The respondent No.2 on the date 27.1.2020 had some misgivings qua the interest claimed by her to be receivable. The

matter had thus been deferred for the day. The deposition of the respondent No.2 has been recorded now who has put forth the proof of her identity, copy of which is EX.CW-2/A and has affirmed having signed her affidavit EX.CW2/B and the settlement document arrived at between the petitioner No.2 and the respondent No.2 at the Delhi Mediation Centre, Tis Hazari Court voluntarily of her own accord without any duress, pressure or coercion from any quarter. The respondent No.2 further stated that the marriage between her and the petitioner No.2 has since been dissolved vide a decree of divorce dated 6.11.2017 under the Dissolution of Muslim Marriage Act, 1939 and that all her claims have been resolved vide the mediation settlement EX.CW-2/C in terms of which Rs.15,50,000/- had been agreed to be paid to her by the petitioner No.2 of which a sum of Rs.10,50,000/- has been received by her previously and the balance sum has now been handed over to her by the petitioner No.2 vide a Demand Draft bearing No. 001719 dated 27.1.2020 drawn on ICICI Bank in her favour, the copy of the same is EXCW-2/E. The respondent No.2 further states that there are now no claims of hers left against the petitioners and that there are no further claims against the petitioner in terms of Clause 4 of the settlement document EX.CW-2/C which reads to the effect:

“4. It is agreed between the parties that in case of default in payment of aforesaid settled amount in the manner agreed above, the complainant has right to claim an interest @ 18% pa and litigation expenses so arise from the respondents. Further, the respondent no.1 agreed to bear the expenses of quashing

petition.”

The respondent No.2 further submitted that in view of the settlement, she does not oppose the prayer made by the petitioners seeking quashing of the FIR in question nor does she want them to be punished in relation thereto. The respondent No.2 has further testified to the effect that she has studied till Standard XII and has understood the implications of the statement made by her and that she has so stated voluntarily of her own accord without any duress, pressure or coercion from any quarter.

On behalf of the State there is no opposition in view of the settlement arrived at between the parties and the statement of the respondent No.2.

In as much as the FIR has emanated from a matrimonial discord which has since been resolved vide the dissolution of marriage between the petitioner No.2 and the respondent No.2 vide a decree of divorce dated 6.11.2017 under the Dissolution of Muslim Marriage Act, 1939 in ML No. 58640/16, the copy of the said decree of divorce being EX.CW-2/D and all claims of the respondent no.2 in view of the settlement dated 22.12.2018 EX.CW-2/C having been settled, it is considered appropriate to put a quietus to the litigation between the parties for maintenance of peace and harmony between them as also for the well being of the respondent No.2, , in terms of the verdict of the Hon'ble Supreme Court in ***Narender Singh & Ors. V. State of Punjab***; (2014) 6 SCC 466 wherein it has been observed vide paragraph 31(IV) to the effect:

“31. In view of the aforesaid discussion, we sum

up and lay down the following principles by which the High Court would be guided in giving adequate treatment to the settlement between the parties and exercising its power under [Section 482](#) of the Code while accepting the settlement and quashing the proceedings or refusing to accept the settlement with direction to continue with the criminal proceedings:

(I)

(II)

(III)

(IV) On the other, those criminal cases having overwhelmingly and pre-dominantly civil character, particularly those arising out of commercial transactions or arising out of matrimonial relationship or family disputes should be quashed when the parties have resolved their entire disputes among themselves.

.....”

and in view of the observations of the Hon’ble Supreme Court in ***Gian Singh vs. State of Punjab & Another***, (2012) 10 SCC 303, to the effect :-

“58..... No doubt, crimes are acts which have harmful effect on the public and consist in wrongdoing that seriously endangers and threatens the well-being of the society and it is not safe to leave the crime-doer only because he and the victim have settled the dispute amicably or that the victim has been paid compensation, yet certain crimes have been made compoundable in law, with or without the permission of the court. In respect of serious offences like murder, rape, dacoity, etc., or other offences of mental depravity under IPC or offences of moral turpitude under special statutes, like the Prevention of

Corruption Act or the offences committed by public servants while working in that capacity, the settlement between the offender and the victim can have no legal sanction at all. However, certain offences which overwhelmingly and predominantly bear civil flavour having arisen out of civil, mercantile, commercial, financial, partnership or such like transactions or the offences arising out of matrimony, particularly relating to dowry, etc. or the family dispute, where the wrong is basically to the victim and the offender and the victim have settled all disputes between them amicably, irrespective of the fact that such offences have not been made compoundable, the High Court may within the framework of its inherent power, quash the criminal proceeding or criminal complaint or FIR if it is satisfied that on the face of such settlement, there is hardly any likelihood of the offender being convicted and by not quashing the criminal proceedings, justice shall be casualty and ends of justice shall be defeated. The above list is illustrative and not exhaustive. Each case will depend on its own facts and no hard-and-fast category can be prescribed.” [Refer to B.S. Joshi, (2003) 4 SCC 675; Nikhil Merchant, (2008) 9 SCC 677 and Manoj Sharma, (2008) 16 SCC 1.]”

and in view of the verdict of the Hon’ble Supreme Court in *Jitendra Raghuvanshi & Ors. Vs. Babita Raghuvanshi & Anr.* (2013) 4 SCC

58, to the effect : -

“15. In our view, it is the duty of the courts to encourage genuine settlements of matrimonial disputes, particularly, when the same are on considerable increase. Even if the offences are non-compoundable, if they relate to matrimonial disputes and the Court is satisfied that the parties have settled the same amicably and without any pressure, we hold that for the purpose of securing ends of justice,

Section 320 of the Code would not be a bar to the exercise of power of quashing of FIR, complaint or the subsequent criminal proceedings.

16. There has been an outburst of matrimonial disputes in recent times. The institution of marriage occupies an important place and it has an important role to play in the society. Therefore, every effort should be made in the interest of the individuals in order to enable them to settle down in life and live peacefully. If the parties ponder over their defaults and terminate their disputes amicably by mutual agreement instead of fighting it out in a court of law, in order to do complete justice in the matrimonial matters, the courts should be less hesitant in exercising their extraordinary jurisdiction. It is trite to state that the power under Section 482 should be exercised sparingly and with circumspection only when the Court is convinced, on the basis of material on record, that allowing the proceedings to continue would be an abuse of process of court or that the ends of justice require that the proceedings ought to be quashed....”

(emphasis supplied),

the FIR No. 245/2015, PS Hauz Qazi, registered under Sections 498A/406/34 of the Indian Penal Code, 1860 and all consequential proceedings emanating therefrom against the petitioners are quashed.

The petition is disposed of.

Copy of the order be given Dasti, as prayed.

ANU MALHOTRA, J

FEBRUARY 04, 2020/SV

Item No. 17

CRL.M.C. 207/2019

Mohd. Mujeeb Khan & ORS. V. STATE & ANR.

**CW-2 MS SAIMA KHAN D/O SHAKEEL AHMED, AGED 31 YEARS,
R/O 3444-45, GALI GULAR WALI, KUNCHA PANDIT, LAL KUAN,
HAUZ QAZI, DELHI
ON S.A.**

I have brought my original proof of identity i.e. Aadhar Card. The photocopy of the same is EX.CW-2/A.

My affidavit in support of the averments made in the petition bears my signatures at point A & B on Ex.CW-2/B. The copy of the settlement document dated 22.12.2018, arrived at between me and the petitioner No.2 at the Delhi Mediation Centre, Tis Hazari Courts bears my signatures as visible thereon on each page at Point A on EX.CW-2/C. I have signed these documents voluntarily of my own accord without any duress pressure or coercion from any quarter.

The marriage between me and the petitioner No.2 has since been dissolved vide a decree of divorce dated 6.11.2017 under the Dissolution of Muslim Marriage Act, 1939 in ML No. 58640/16. The copy of the said decree of divorce is EX.CW-2/D. In terms of the settlement arrived at between me and the petitioner No.2 dated 22.12.2018, EXCW-2/C a total sum of Rs.15,50,000/- had to be paid to me by the petitioner No.2 of which a sum of Rs.10,50,000/- has already been received by me and the balance sum of Rs.5,00,000/- has now been handed over to me by the petitioner No.2 today during the course of the present proceedings vide a Demand Draft bearing No. 001719 dated 27.1.2020 drawn on ICICI Bank in my favour, the copy of the same is EXCW-2/E. There are now no claims of mine left against the petitioners and also there are no claims of mine for any interest

amount against the petitioners in terms of Clause 4 of the Mediation settlement. In view of the settlement, I thus do not oppose the prayer made by the petitioners seeking quashing of the FIR No. 245/2015, PS Hauz Qazi, registered under Sections 498A/406/34 of the Indian Penal Code, 1860, nor do I want the petitioners to be punished in relation thereto. I have studied till XII standard and have understood the implications of the statement made by me. I have made my statement voluntarily of my own accord without any duress, pressure or coercion from any quarter.

ANU MALHOTRA, J.

RO & AC/4.2.2020