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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CRL.M.C. 2106/2019
SARFUDDIN SAIFI & ORS Petitioners
Through: Mohd. Arif Samani, Adv.

versus

THE STATE OF NCT OF DELHI & ANR Respondents
Through: Ms. Meenakshi Dahiya, APP for State
with SI Rahul, PS Bhajanpura.
Mr. SK Dayal, Adv. for R-2.

CORAM:
HON'BLE MS. JUSTICE ANU MALHOTRA

ORDER
% **22.01.2020**

In terms of the proceedings dated 09.08.2019, the affidavit of the respondent no.2 dated 16.01.2020 specifying the pronouncement of talaq on three consecutive dates i.e. 19.01.2019, 19.02.2019 and 25.03.2019 between her and the petitioner no.1 has been filed on the record.

Vide the present petition, the petitioners seek quashing of the FIR No.625/2016, PS Bhajanpura 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 Investigating Officer of the case has identified the petitioners present today in Court as being the accused arrayed in the FIR in question and has also identified respondent no.2 present in Court today as being the complainant of the said FIR.

The respondent no.2 has produced her original proof of identity, copy of which is on the record as Ex.CW2/A. The respondent no.2 in her examination on oath by the Court has affirmed having signed her affidavits dated 26.07.2019, 09.08.2019 and 16.01.2020 annexed to the petition Ex.CW2/B, Ex.CW2/C & Ex.CW2/D respectively and the settlement arrived at between her and the petitioner no.1 at the Counselling Cell, Family Court, KKD Courts Ex.CW2/E and also the three talaqnamas placed on record i.e. first talaqnama dated 19.01.2019 Ex.CW2/F, the second talaqnama dated 19.02.2019 Ex.CW2/G and the third talaqnama dated 25.03.2019 Ex.CW2/H voluntarily of her own accord without any duress, coercion or pressure from any quarter.

She has further stated that in terms of the settlement between her and the petitioner no.1, a total sum of Rs.4,50,000/- was agreed to be paid to her by the petitioner no.1, of which, a sum of Rs.2 lakhs has already been received by her previously and the balance sum of Rs.2,50,000/- has now been handed over to her by the petitioner no.1 vide a demand draft bearing no.012559 dated 14.01.2020 drawn on the Axis Bank Ltd. in her favour, copy of which is on the record as Ex.CW2/J and that there are now no claims of hers left against the petitioners.

She has further stated that in view of the settlement between her and the petitioners, she has no opposition to the prayer made by the petitioners seeking quashing of the FIR No.625/2016, PS Bhajanpura registered under Sections 498A/406/34 of the Indian Penal Code, 1860 nor does she want the petitioners to be punished in relation thereto. She has further stated that she has studied upto standard 12th and she used to teach previously and that she

has made her statement after understanding its implications.

On behalf of the State, there is no opposition to the prayer made by the petitioners seeking the quashing of the FIR in question in view of the settlement arrived at between the parties and the deposition of the respondent no.2.

In view thereof in as much as there appears no reason to disbelieve the statement made by the respondent no.2 that she has arrived at a settlement with the petitioners voluntarily in as much as the FIR in question has emanated from a matrimonial discord which has since been resolved vide dissolution of the marriage between the respondent no.2 and the petitioner, it is considered appropriate to put a quietus to the litigation and disputes 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.625/2016, PS Bhajanpura 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.

ANU MALHOTRA, J

JANUARY 22, 2020

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IN THE HIGH COURT OF DELHI: NEW DELHI

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CRL.M.C. 2106/2019

**SARFUDDIN SAIFI & ORS Vs. THE STATE OF NCT OF DELHI &
ANR**

22.01.2020

CW-1 SI Rahul, PS Bhajanpura.

ON S.A.

I identify the petitioner no.1 Mr. Sarfuddin, petitioner no.2 Mr. Jamil, petitioner no.3 Mrs. Wakila, petitioner no.4 Mrs. Ayesha, petitioner no.5 Mrs. Shanaz Saifi and petitioner no.6 Mrs. Rukhsana as being the accused arrayed in the FIR No.625/2016, PS Bhajanpura registered under Sections 498A/406/34 of the Indian Penal Code, 1860. I identify the respondent no.2 Ms. Shahnaz Saifi as being the complainant of the said FIR.

**RO & AC
22.01.2020**

ANU MALHOTRA, J

IN THE HIGH COURT OF DELHI: NEW DELHI

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CRL.M.C. 2106/2019

**SARFUDDIN SAIFI & ORS Vs. THE STATE OF NCT OF DELHI &
ANR**

22.01.2020

**CW-2 Ms. Shahnaz Saifi, d/o Mr. Mehfooj Ali Khan, aged 31 years, r/o
H.No.B-358, Gali No.16, Subhash Mohalla, North-Ghonda, Delhi.**

I have brought my original Aadhar Card, copy of which is on the record Ex.CW2/A. My affidavits dated 26.07.2019, 09.08.2019 and 16.01.2020 annexed to the petition bear my signatures on each of them at points A & B thereon on Ex.CW2/B, Ex.CW2/C & Ex.CW2/D respectively. The settlement arrived at between me and the petitioner no.1 at the Counselling Cell, Family Court, KKD Courts bears my signatures thereon at point -A on the certified copy of the said settlement Ex.CW2/E. I have signed all these documents voluntarily of my own accord without any duress, coercion or pressure from any quarter.

In terms of the settlement between me and the petitioner no.1, the marriage between me and the petitioner no.1 has since been dissolved vide three consecutive talaqnamas with the first talaqnama dated 19.01.2019 with my signatures thereon at point A on Ex.CW2/F, the second talaqnama dated 19.02.2019 with my signatures thereon at point A on Ex.CW2/G and the third talaqnama dated 25.03.2019 with my signatures thereon at point A on Ex.CW2/H, which I have signed voluntarily.

In terms of the settlement between me and the petitioner no.1, a total sum of Rs.4,50,000/- was agreed to be paid to me by the petitioner no.1, of which, a sum of Rs.2 lakhs has already been received by me previously and

the balance sum of Rs.2,50,000/- has now been handed over to me by the petitioner no.1 vide a demand draft bearing no.012559 dated 14.01.2020 drawn on the Axis Bank Ltd. in my favour, copy of which is on the record as Ex.CW2/J. There are now no claims of mine left against the petitioners.

In view of the settlement between me and the petitioners, I have no opposition to the prayer made by the petitioners seeking quashing of the FIR No.625/2016, PS Bhajanpura 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 upto standard 12th and I used to teach previously.

I have made my statement after understanding its implications voluntarily of my own accord without any duress, coercion or pressure from any quarter.

RO & AC
22.01.2020

ANU MALHOTRA, J