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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 2853/2019**

SHEHZAD & ANR Petitioner
Through: Mr.Manoj Kumar, Advocate

versus

THE STATE & ANR Respondents
Through: Mr.Kewal Singh Ahuja, APP for State
With SI Brahmpal, PS Malviya Nagar
Respondent No.2 in person.

CORAM:
HON'BLE MS. JUSTICE ANU MALHOTRA

ORDER
% **20.01.2020**

Vide the present petition, the petitioners No.1 to 4 *namely*, Shehzad, Mustaq, Nadeem and Mohsin seek quashing of the FIR No. 436/2013, PS Malviya Nagar 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 that no useful purpose would be served by the continuation of the proceedings in relation to the said FIR.

In as much as the averments made in the petition were to the effect that a Talaqnama has been executed between the petitioner No.1 and the respondent No.2, the State was directed to verify the said averments. The status report that has been submitted on behalf of the State dated 19.1.2020 under the signatures of the SHO of the PS concerned states to the effect that the process of Talaq in the form of Three Talaqs has been completed on the dates 1.3.2019, 1.4.2019

and 1.5.2019 the matter has been settled for Rs.3,75,000/- which includes the amount of stridhan, mehar and iddat and a sum of Rs.2,75,000/- of the settled amount has already been paid to the respondent No.2 by the petitioners and the balance sum of Rs.1,00,000/- is to be paid during the course of the present proceedings. The said sum of Rs. 1,00,000/- has now since been handed over by the petitioner No.1 to the respondent No.2 in the form of a Bankers' cheque bearing No. 328443 dated 18.1.2020 in her favour drawn on Syndicate Bank during the course of the present proceedings.

The Investigating Officer is present and has identified the petitioners as being the accused arrayed in the FIR and has also testified to the effect that the other co-accused namely Shamidan Bano has since expired as also indicated vide the certified copy of the proceedings dated 7.3.2017 of the Court of the MM-03, Mahila Court (South Distt.) Saket, placed on record as AnnexureP-3, copy of which is EX.CW-1/A which indicates that the proceedings against the accused Shamidan Bano have since abated. The Investigating Officer has also identified the respondent No.2 as being the complainant of the said FIR.

The respondent No.2 on being examined on Oath has brought her original proof of identity i.e. Aadhar Card which is EX.CW-2/A and affirmed having signed her affidavit in support of the petition vide Ex.CW-2/B and the Three Talaqnamas on the record being EX.CW-2/C to Ex.CW-2/E and the Memorandum of Understanding dated 24.5.2019 on Ex.CW-2/F voluntarily of her own accord without

any duress, pressure or coercion from any quarter and that in terms of the settlement arrived at between her and the petitioner No.1 dated 24.5.2019 a total sum of Rs.3,75,000/- had been agreed to be paid to her by the petitioner No.1 towards all her claims out of which a sum of Rs.2,75,000/- has already been received by her during the course of the proceedings under Section 125 of the Cr.P.C. and Section 12 of the Domestic Violence Act cases which cases have since been withdrawn and by her and the balance sum of Rs.1,00,000/- has now been handed over to her by the petitioner No.1 vide a Bankers Cheque bearing No. 328443 dated 18.1.2020 in her favour drawn on Syndicate Bank and that there are now no claims of hers left against the petitioners. The respondent No.2 further states that the marriage between her and the petitioner No.1 has since been dissolved vide Triple Talaq pronounced on 1.3.2019, 1.4.2019 and lastly on 1.5.2019. The respondent No.2 further submits that in view of the settlement arrived at between her and the petitioner No.1, she does not oppose the prayer made by the petitioners No. 1 to 4 *namely*, Shehzad, Mustaq, Nadeem and Mohsin seeking quashing of the FIR nor does she want the petitioners No. 1 to 4 to be punished in relation thereto. She further stated that she has studied till standard 10th and has made her statement after understanding the implications of the statement made by her and that she has made her statement voluntarily of her own accord without any duress, pressure or coercion from any quarter.

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.

There appears no reason to disbelieve the statement made by the respondent no.2 that she has arrived at a settlement with the petitioner no.1 voluntarily of her own accord without any duress pressure or coercion from any quarter. In view of the statement made by the respondent no.2 and the non-opposition on behalf of the State 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 no. 1 in as much as the respondent no.2 has categorically stated that there are no claims of hers left against the petitioners, 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. 436/2013, PS Malviya Nagar registered under Sections 498A/406/34 and all consequential proceedings emanating therefrom against the petitioners are thus quashed.

The petition is disposed of.

ANU MALHOTRA, J

JANUARY 20, 2020/SV

Item No. 15

CRL.M.C. 2853/2019

SHEHZAD & ANR V. STATE & ANR.

**CW-1 SI BRAHMPAL POLICE STATION MALVIYA NAGAR
ON S.A.**

I identify the petitioners No.1 to 4, *namely*, Shehzad, Mustaq, Nadeem and Mohsin as being the accused arrayed in FIR No. 436/2013, PS Malviya Nagar registered under Sections 498A/406/34 of the Indian Penal Code, 1860 present in the Court today. The other co-accused namely Shamidan Bano has since expired as also indicated vide the certified copy of the proceedings dated 7.3.2017 A of the Court of the MM-03, Mahila Court (South Distt.) Saket, placed on record as AnnexureP-3, copy of which is EX.CW-1/A. I also identify the respondent No.2 present in the Court today as being the complainant of the said FIR.

ANU MALHOTRA, J.

**RO & AC
20.1.2020**

Item No. 15

CRL.M.C. 2853/2019

SHEHZAD & ANR V. STATE & ANR.

**CW-2 MS.NAJRIN, D/O LATE MOHD ISLAM, R/O H. NO. 268-A/2,
HAUZ RANI, MALVIYA NAGAR, AGED 32 YEARS.
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 petition bears my signatures at point A & B on Ex.CW-2/B. The Talaqnama bears my signatures thereon as visible at point B on EX.CW-2/C to Ex.CW-2/E. I have signed these documents voluntarily of my own accord without any duress, pressure or coercion from any quarter. In terms of the settlement arrived at between me and the petitioner No.1 dated 24.5.2019 a total sum of Rs.3,75,000/- had been agreed to be paid to me by the petitioner No.1 towards all my claims out of which a sum of Rs.2,75,000/- has already been received by me during the course of the proceedings under Section 125 of the Cr.P.C. and Section 12 of the Domestic Violence Act cases which cases I have since withdrawn and the balance sum of Rs.1,00,000/- has now been handed over to me by the petitioner No.1 vide a Bankers Cheque bearing No. 328443 dated 18.1.2020 in my favour drawn on Syndicate Bank . The Memorandum of Understanding dated 24.5.2019 between me and the petitioners bears my signatures thereon at points A and B on Ex.CW-2/F. I have signed this Memorandum of Understanding voluntarily of my own accord without any duress, pressure or coercion from any quarter. There are now no claims of mine left against the petitioners. The marriage between me and the petitioner No.1 has since been dissolved vide Triple Talaq pronounced on

1.3.2019, 1/4/2019 and lastly on 1.5.2019 and there are now no claims of mine left against the petitioner, I do not oppose the prayer made by the petitioners seeking quashing of the FIR nor do I want the petitioners to be punished in relation thereto in view of the settlement arrived at between me and the petitioners.

I have studied till standard 10th. I have made my statement after understanding the implications of the statement. I have made my statement voluntarily of my own accord without any duress, pressure or coercion from any quarter.

ANU MALHOTRA, J.

RO & AC
20.1.2020