

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

WRIT PETITION NO.3560 OF 2021

PRIYA
RAJESH
SOPARKAR

Mir Khursheed Rasool and Ors.

...Petitioners

Versus

Digitally signed by
PRIYA RAJESH
SOPARKAR

Date: 2022.02.14
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State of Maharashtra and Anr.

...Respondents

....

Ms. Sharan Patole for the Petitioners.

Ms. A.S.Pai, PP for Respondent No.1-State.

Mr. Harshawardhan Salgaonkar for Respondent No.2.

**CORAM : PRASANNA B. VARALE &
ANIL S. KILOR, JJ.
DATED: 10th FEBRUARY, 2022.**

P.C.:-

1. Heard learned counsel for the Petitioners, learned APP for the State and learned counsel for Respondent No.2. The Respondent No.2-Mrs Qazi Sadiya Khatoon is also present in this court by virtual mode.

2. I can safely be stated that the parties have arrived at amicable settlement of the dispute and the dispute is resolved arrived at the decision that in the interest of the parties the parties would part their ways subject to certain terms agreed by the parties between them.

3. The Respondent No.2 had approached with NRI Sagri Police Station, Belapur by lodging report namely FIR No. I-281 2020 against the Petitioners for the commission of the offences punishable under Sections 498A, 406, 504 read with 34 of the Indian Penal Code. Sum and substance of the report is marriage between Petitioner No.1-Mir Khursheed Rasool and Respondent No.2-Qazi Saidya

Khatoon was solemnized on 21st August, 2017 by following the rights and rituals under Mohammedan law.

3. Petitioner No.1 was serving in U.A.E., Dubai in a private company. It is submitted in the report that within a short span of matrimonial life Respondent No.2 was subjected to ill-treatment. It may not be necessary for us to refer to all these details of the alleged ill-treatment suffered by the Respondent No.2 at the hands of the Petitioners. The perusal of the material placed on record further shows that Petitioner No.1 and Respondent No.2 decided to part their ways and their will is expressed in a document under caption "Deed of Divorce by way of Mubaratnama" placed on record at Ex.B of the petition.

4. The consent terms agreed between the parties are placed on record at page 21, Ex.C. On a specific query put to Respondent No.2 is virtually placed in this court. Respondent No.2 submitted in this court on her own will and wish the terms are agreed and she is having no grievance about these terms agreed between the parties. It would be necessary for us to refer to certain consent terms arrived at between the parties. They are as follows:-

"1. That the party of the FIRST PART/ HUSBAND herein on the date of execution hereof has given TALAQ to the party of the SECOND PART/WIFE by pronouncing TALAQ, herein in the presence of two Major Muslim witnesses by way of MUBARATNAMA, and the party of the SECOND PART/WIFE herein has accepted the same and given her consent for the said Talaq by giving her signature on the Mubaratnama and the parties also got executed MUBARATNAMA through Sharia Kazi.

3. That it has been agreed between the parties herein that the custody of the female child SYEDA

DAANIYA, shall be with the SECOND PART/WIFE i.e. Mother and SECOND PART/WIFE shall not claim any amount in future for maintenance of daughter or herself, nor shall have any claim on behalf of herself and daughter on the property (movable and immovable) of PART ONE/HUSBAND.

5. The SECOND PARTY confirms that she has received all her streedhan property, clothes other articles, utensils and she has no any claim with regards to the same from the party of the FIRST PART/HUSBAND, and the party of the SECOND PART herein shall not lay any claim for maintenance or permanent alimony in future directly or through any Court of law, as the FIRST PARTY/HUSBAND has agreed to pay Rs.5,00,000/- (Rupees Five Lacs only) on account of one-time maintenance for both. The agreed MEHER amount of Rs.51,000/- (Rupees Fifty-One Thousand only) has already been paid by the party of FIRST PART/HUSBAND to the SECOND PART/WIFE and nothing remains outstanding against the FIRST PART/HUSBAND towards MEHER.

6. That the FIRST PARTY shall give Rs.4,00,000/- at the signing of this MUBARATNAMA and CONSENT TERM, and balance Rs.1,00,000/- at the time of quashing /withdrawing of the F.I.R./s."

5. The learned counsel for the Petitioners submitted that today itself an amount of Rs.1 lakh which is referred to as a balance amount in clause (6) of the consent terms is transferred in the account of Respondent No.2. Respondent No.2 admits these factual position on a query put to her in consent terms. At clause (7) it is specifically stated that second party-wife withdrawn all her case of first party-husband on execution of this consent terms.

6. In view of the above referred facts, no fruitful purpose will be served. Crime registered against the Petitioners or the proceeding which would arise out of the lodgment of reported

Crime No.I-281 of 2020 of NRI Sagri Police Station.

7. The learned counsel for the Petitioners made out the case by allowing the petition. Accordingly, the Petition is allowed in terms of prayer clause (a).

(ANIL S. KILOR, J.)

(PRASANNA B. VARALE, J.)