

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

CRIMINAL WRIT PETITION NO. 3551 OF 2019

1. Kashif Mushtaq Syed
2. Mushtaq Ali Amirali Syed
3. Sultana Mushtaq Syed
4. Saima Safdarali Sayed
5. Uzma Syed

...Petitioners

Versus

1. The State of Maharashtra
2. The Senior Inspector of Police
3. Zaneerah Kashif Syed

...Respondents

Mr. Uzair Kazi a/w Ms. Ankita Sharma and Ms. Dhvani Modi for the
Petitioners

Mr. K. V. Saste, A.P.P for the Respondent No.1-State

Mr. Kamran Shaikh for the Respondent No. 3

**CORAM : REVATI MOHITE DERE &
R. N. LADDHA, JJ.
WEDNESDAY, 9th NOVEMBER 2022**

P.C :

1 Heard learned counsel for the parties.

2 Rule. Rule is made returnable forthwith, with the consent of the parties and is taken up for final disposal. Learned A.P.P waives notice on behalf of the respondent Nos.1 & 2–State. Mr. Kamran Shaikh waives notice on behalf of the respondent No.3.

3 By this petition, the petitioners seek quashing of the FIR registered vide C.R. No. 275/2015 with the Kurar Police Station, Mumbai, for the alleged offences punishable under Sections 498A, 406 r/w 34 of the Indian Penal Code. Quashing is sought on the premise that the parties have amicably settled their dispute.

4 The petitioner No. 1 is the husband of the respondent No. 3; the petitioner Nos. 2 and 3 are the in-laws and petitioner Nos. 4 and 5 are the sisters-in-law of the respondent No. 3. It appears that the respondent No. 3 got married to the petitioner No. 1 on 14.4.2013 as per Muslim customs and rituals. After marriage, the **respondent No. 3** started cohabiting with the petitioner. As there was alleged harassment/ill-treatment by the petitioners, the

respondent No. 3 filed the aforesaid C.R as against the petitioners alleging the aforesaid offences. After investigation, charge-sheet was filed in the said case and the case is currently pending before the learned 67th Metropolitan Magistrate at Borivali, Mumbai, being Criminal Case No. **2812/PW/2016**.

5 In the interregnum, during the pendency of the aforesaid petition, the parties amicably settled their dispute before the Mediator and accordingly, a settlement agreement was entered into between the parties. Learned counsel for the petitioners and the respondent No. 3 have tendered the settlement agreement entered into between the parties dated 28.10.2022. The said settlement agreement is taken on record and marked 'X' for identification. The said settlement agreement is signed by all the petitioners as well as the respondent No. 3 and the advocates appearing for the respective parties. The respondent No. 3 has also filed her consent affidavit. The said affidavit dated 1.7.2019 duly notarized before the Notary is at page 67 of the petition. In the said affidavit, the respondent No.

3 has given her no objection to the quashing of the proceedings. Even in the settlement agreement, the respondent No. 3 has given her no objection for quashing of the said proceedings. As per clause 2 of the settlement agreement, respondent No. 3 is to receive a sum of Rs. 4,80,000/- today and a sum of Rs. 60,000/- on or before 10th January, every year, for the next 10 years. As per clause 3, in default of payment, penalty of 18% will be levied till next two months, failing which, the respondent No. 3 will have right to take recourse to legal action for recovery of the pending amount.

6 The respondent No. 3 is present in Court. She states that she has no objection to the quashing of the proceedings, provided, the petitioners comply with the terms spelt out in the settlement agreement. Learned counsel for the petitioners has handed over a demand draft of Rs. 4,80,000/- to the respondent No. 3 today. Respondent No. 3 acknowledges receipt of the same. Learned counsel for the respondent No. 3 has tendered a self attested xerox copy of the Aadhar Card of the respondent No. 3 and has identified

her. Learned A.P.P has verified the original Aadhar card of the respondent No. 3.

7 Considering the nature of dispute; the relations between the parties; the amicable settlement between the parties; the settlement agreement marked as `X'; the affidavit of the respondent No. 3 and having regard to the judicial pronouncements of the Apex Court in *Gian Singh vs. State of Punjab & Anr.*¹ and *Narinder Singh & Ors. vs. State of Punjab & Anr.*², there is no impediment in allowing the petition.

8 The petition is accordingly allowed. The FIR bearing C.R. No. 275/2015 registered with the Kurar Police Station, Mumbai, as against the petitioners and consequently, the proceedings pending before the learned 67th Metropolitan Magistrate, Borivali, Mumbai, being Criminal Case No. **2812/PW/2016** is also quashed and set-aside.

1 (2012) 10 SCC 303

2 (2014) 6 SCC 466

9 It is made clear that the proceedings are quashed, subject to the petitioners complying with clauses 2 and 3 of the settlement agreement entered into between the parties.

10 Rule is made absolute in the aforesaid terms. Petition is disposed of accordingly.

11 All concerned to act on the authenticated copy of this order.

R. N. LADDHA, J.

REVATI MOHITE DERE, J.