

IN THE HIGH COURT OF JUDICATURE AT BOMBAY**CRIMINAL APPELLATE JURISDICTION****CRIMINAL WRIT PETITION NO. 1471 OF 2022**

Mohd. Imran Mohd. Saleem Qureshi And Anr ...Petitioners

Versus

State Of Maharashtra And Anr ...Respondents

Ms.Gayatri Nayak i/by Mr.Rajesh Khobragade Advocate for
Petitioners.

Mr. Abhijit K. Naik for Respondent No.2.

Mr. Ajay Patil, APP for Respondent-State.

Digitally signed
by
DNYANESHWAR
ASHOK ETHAPE
Date: 2023.04.15
16:53:54 +0530

**CORAM : A. S. GADKARI AND
PRAKASH D.NAIK, JJ.**

DATE : 10th APRIL 2023.

P.C.:-

1. Leave to amend to incorporate challenge to charge-sheet in prayer clauses granted. Amendment be carried out forthwith and in any event during the course of day.

2. By the present Petition, the Petitioners i.e. Petitioner No.1-husband, Petitioner No.2-father-in-law and Petitioner No.3-mother-in-law of Respondent No.2 have prayed for quashing of C.C. No. 751/PW/2023 pending on the file of learned 24th Court, Borivali, Mumbai arising out of FIR No.747 of 2019 dated 23rd September 2019 registered with Malvani Police Station Malad, Mumbai, under Sections 498-A, 406 read with 34 of

the Indian Penal Code and Section 4 of Muslim Women (Protection of Rights on Marriage) Act, 2019, by consent of Respondent No.2.

3. Learned Advocate for Petitioner submitted that, the Petitioners and Respondent No.2 have executed Deed of Family Settlement by Mutual Consent dated 8th October 2019. The said document is duly notarized before a Notary Public. That, in pursuance of the said Deed of Family Settlement, present Petition is filed for quashing of C.C. No.751/PW/2023 pending on the file of learned 24th Court, Borivali, Mumbai arising out of FIR No.747 of 2019 dated 23rd September 2019 registered with Malvani Police Station Malad, Mumbai.

4. Learned Advocate for Respondent No.2 tendered across the bar an Affidavit dated 10th April 2023 of Respondent No.2 duly affirmed before a Notary Public. In paragraph No. (8) thereof, the Respondent No.2 has given her unconditional irrevocable consent for quashing of F.I.R. No. 747 of 2019, dated 23rd January 2019.

Learned Advocate for Respondent No.2 submitted that, Additional covenants have been mentioned in the said Affidavit which the parties herein have agreed to. The said Affidavit dated 10th April 2023 is taken on record.

5. Learned Advocate for Respondent No.2 submitted that, in pursuance of clause No.(6) thereof, his client has received a cheque of Rs.50,000/- drawn on the Bank of Baroda, Chunabhatti Branch, Mumbai today in Court.

6. In view of the above, Petition is allowed in terms of prayer clause (b).

(PRAKASH D. NAIK, J.)

(A. S. GADKARI, J.)