

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

CRIMINAL WRIT PETITION NO.5287 OF 2017

- 1) Kausar Usman Nadaf
Age : 33, Occ: Service
 - 2) Kayyum Usman Nadaf
Age : 30 Occ : Business
 - 3) Rukayya Usman Nadaf
Age : 24, occ: Education
 - 4) Chandabi Usman Nadaf
Age: 47, Occ: Housewife
 - 5) Usman Dastagir Nadaf
Age : 57, Occ : Nil
 - 6) Kabil Usman Nadaf
Age : 27, Occ Business
 - 7) Samina Usman Nadaf
Age: 29, Occ: Education
All R/at Guruwarpeth, Nadaf Galli,
Miraj, Tal-Miraj Dist : Sangli
 - 8) Rafik Rasul Patel
Age 57, Occ: Business
 - 9) Zahoor Rafik Patel
Age 28, Occ : Business
Both R/at : Khatun Villa Shivaji
Nagar, Miraj, Tal-Miraj Dist : Sangli
- ... Petitioners.

Versus

1) ShahinKayyumNadaf
Age 28 Occ: Housewife,
R/at.Galli no.9, Jaysingpur,
Tal : Shirol, Dist : Kolhapur.

2) The State of Maharashtra,
Through Miraj City Police Station,
Dist. Sangli.

....Respondents.

Mr Vijay Killedar, Advocate for the Petitioner.

Mr Kuldeep Nikam, for Respondent No.1.

Smt. M. M. Deshmukh, APP for Respondent No.2.

**CORAM: NITIN W. SAMBRE AND
R. N. LADDHA, JJ.**

DATE : 31 JANUARY 2023.

Order (Per R.N.Laddha,J.) :-

Heard learned Counsel, for the parties.

2. Rule. The Rule is made returnable forthwith with the consent of and at the request of the learned Counsel for the parties.

3. By this petition, the Petitioners seek to quash the FIR No.222 of 2017 lodged with Miraj City Police Station, Miraj, District-Sangli, at the instance of Respondent No.1/original Complainant, for the alleged offences punishable under Sections

498-A, 313 504, 506 r/w 34 of the Indian Penal Code. Quashing is sought on the premise that the parties have amicably settled their dispute and that Respondent No.1 has no objection to the quashing of the impugned FIR.

4. Perused the papers. Petitioner No.2 is the husband of Respondent No.1. Petitioners No.1, 3 and 7 are the sisters, Petitioners No. 4 and 5 are the parents, Petitioners No.6 is brother, and Petitioners No.8 and 9 are the relatives of Petitioner No.2. After marriage, Respondent No.1 started residing at her matrimonial home. Since marital discord/differences post-marriage, Respondent No.1 lodged the FIR described above, vide C.R. No. 222 of 2017, at Miraj City Police Station, Miraj, against the Petitioners. Allegations of ill-treatment and demand for dowry were made. It is alleged that Petitioner No.2 had forcibly caused a miscarriage of Respondent No.1 without her consent.

5. When this writ petition was placed before us, it was jointly stated by the learned Counsel for the Petitioners and Respondent No.1 that the dispute, which was a purely domestic dispute, has been amicably settled. They submitted that Petitioner No.2 and Respondent No.1 have decided to be separated, and as such, they agreed to part peacefully and gracefully by dissolving the marriage. Accordingly, their marriage has been dissolved by virtue of executing *Khulanama* dated 23.1.2023. Accordingly, Terms of Settlement were drawn. They tendered a copy of the terms of

Settlement. The parties assured that they would abide by the terms and conditions set out in terms of the settlement. Respondent No.1 tendered her Consent Affidavit. The learned Counsel for the parties submitted that the parties have amicably settled their dispute and have decided to withdraw all the allegations and the litigations pending by or against each other and separate amicably. Respondent No.1 has no objection to quashing the impugned FIR. Respondent No.1 is present before us. On questioning, she reiterates what is stated by her in her affidavit and further states that she has no objection to the quashing of the impugned FIR. Respondent No.1 has been identified by her Counsel. The learned Counsel for the Petitioners also tendered Affidavits of Petitioners No.1, 2, 3, 4, 6, and 7. Petitioner No.2 and Respondent No.1, along with their Affidavits, have also tendered a notarised copy of Khulanama and prayed to quash the impugned FIR, given the settlement between the parties. The learned Counsel for the parties submitted that no purpose would be served by keeping the prosecution alive, given the settlement between the parties. They submitted that the present case is squarely covered by the law laid down by the Hon'ble Supreme Court in *Gian Singh Vs. State of Punjab & Anr.*¹ and *Narinder Singh & Ors. Vs. State of Punjab and Anr.*² (2014) 6 SCC 466.

6. The learned APP for Respondent No.1/State submits

1 (2012)10 SCC 303.

2 (2014) 6 SCC 466.

that appropriate orders may be passed.

7. We have examined the facts of the present case in light of the law laid down by the Hon'ble Supreme Court in ***Gian Singh and Narinder Singh (supra)***.

8. The FIR arising from purely domestic disputes can be quashed by consent in light of the decision of the Hon'ble Supreme Court in the above-referred cases. The dispute being matrimonial, is a private dispute. Given the settlement between the parties, Respondent no.1 will not support the prosecution case. The accusations would be flawed, and allowing criminal prosecution to continue would be an abuse of the process of the law. It will also disrupt the compromise and interfere with the restoration of peace. Nothing fruitful will, therefore, come out of the prosecution in question. The parties wish to put their past behind. If the FIR is not quashed, the entire family will remain embroiled in litigation and prosecution, which will not serve the interest of justice. The dispute also does not have any ramifications on society at large.

9. Considering these facts and circumstances, we see no difficulty in quashing the FIR. The petition, therefore, is made absolute in terms of prayer clause (b), which reads thus:

“(b) This Hon'ble Court be pleased to issue writ of certiorari or any other appropriate writ in the nature of writ of certiorari and thereby be pleased to quash the offence registered with Miraj City Police Station, Miraj , District-Sangli vide Crime Register No.222 of 2017 for

the offences punishable under Sections 313, 498-A, 504, 506 r/w 34 of the Indian Penal Code.”

10. The Rule is made absolute in the above terms without any order for costs.

[R. N. LADDHA, J.]

[NITIN W. SAMBRE, J.]