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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ CRL.M.C. 1505/2022

MOHD. TARIQ

..... Petitioner

Through: Mr. Shagun Mehta, Adv. (VC)

versus

STATE AND ANR.

..... Respondents

Through: Mr. Digam Singh Dagar, APP for the
State with SI Neha, PS Gokal puri.

Mr. Vinay Chaudhry, Adv. with
Yasmin

%

Date of Decision: 22nd August, 2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. Present petition has been filed under section 482 CrPC seeking quashing of case FIR No. 941/2015 dated 21.11.2015 registered u/s 498A/406/34 IPC at P.S. Gokul Puri. The said FIR was lodged on the complaint of respondent No. 2/wife. Mr. Mehta learned counsel for the petitioner submits that two of the accused persons in the FIR

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namely Noman and Sadik have not been arrayed as parties to the present petition. Both are brothers of the petitioner.

2. Briefly the facts are that the marriage between the petitioner No.1/husband and respondent No.2/wife was solemnized on 11.07.2013 as per Muslim rites and customs. One male child was born out of the wedlock namely Riyaan. Thereafter, owing to temperamental differences, matrimonial quarrels started erupting between the parties within 1 ½ years of the marriage. Subsequently, respondent No. 2 got registered the present FIR against the petitioner and his relatives.
3. Respondent No. 2 also filed a maintenance petition under section 125 CrPC vide which the respondent No.2 and their son were granted maintenance of Rs 6,000/- and Rs. 2,500/- p.m. respectively. Respondent No. 2 moved execution application Nos. 128/2017 & 257/2018 against the maintenance order. However, while the proceedings were underway, the parties were referred for counselling at Counselling Cell, THC, Delhi. The parties amicably worked out their differences and arrived at a settlement on 19.11.2019 on the following terms and conditions:

“1. The parties have agreed to dissolve their marriage by mutual consent in accordance with law, of the Muslim Marriage Act.

2. It is agreed between the parties that husband shall pay to the wife a sum of Rs. Four Lacs Only as full & final settlement against stridhan, dowry and maintenance (past, present and future) qua this marriage in Four installments.



** This amount is for the wife and child also.*

** Respondent/husband shall pay Rs. One Lac and fiftythousand (Rs. 1,50,000/-) to the petitioner/wife at the time of Divorce i.e. on 6 to 15 March, 20. By way of DD/Pay Order.*

3. It is further agreed between the parties that the husband will pay Rs. Fifty Thousand to the wife at the time of withdrawal of 1st execution by way of DD/Pay Order. (on 6th Dec., 19, Rs. 50,000/-).

4. It is further agreed between the parties that husband will pay Rs. One Lac to the wife at the time of withdrawal of 2nd execution by way of DD/Pay Order. (on 6 Jan., 20 Rs. 1,00,000/-).

5. It is further agreed between the parties that the Respondent/husband shall pay Rs. One Lac only to the Petitioner at the time of quashing of FIR No. 941/15 u/s. 498A,406,34 IPC PS Gokul Puri in Hon'ble High Court of Delhi within three after divorce and petitioner shall cooperate and sign all the necessary affidavit & do the needful in quashing of said FIR.

6. It is further agreed between the parties that the 1st motion petition shall be filed on or before _____ and 2nd motion petition shall be filed soon after the completion of the statutory period of the order u/s. 13 B(1) of HMA.

7. There is one child/children namely Ryan 5 ½ years from this wedlock, who is/are living with the petitioner/mother. It is agreed among the parties that the custody, will be with petitioner. The respondent will not have visitation right.

8. It is further agreed between the parties that petitioner/respondent will withdraw the case which pending in the Court of Ms. Shalinder Kaur, Ld. Principal Judge, Family Court (West), THC, Delhi. Case- 2 executions; other case - 498A, 406, 34 IPC, FIR Quashing.



9. *It is agreed between the parties that they have understood the terms and conditions of the settlement in vernacular.*

10. *It is further agreed between the parties that they shall remain bound with the aforesaid terms and conditions and mentioned in the settlement.*

11. *All the matters relating to this marriage either civil or criminal are settled and neither the parties nor their relatives shall make any claim against each other in future and will not file any case/complaint against each other and any time of future in all court of Law/Police Station etc.*

12. *The above settlement is with respect to all claims of wife past, present and future alimony, stridhan, maintenance, pending amount of maintenance, articles, property etc. and neither she nor her relatives shall claim anything from husband or his family members in future for herself or on behalf of child/children.*

13. *It is agreed between the parties that if either of the parties omits breach or default of this mutually agreed settlement after the first installment, if petitioner back out the amount taken at the time of shall be returned to respondent with 02% interest and if respondent backs out the amount given at the time of first installment shall stands forfeited by the petitioner.*

14. *The parties have agreed on each and every terms as recorded in the settlement agreement, after carefully reading over and fully understanding and appreciating the contents scope and effect thereof, as also the consequences of the breach thereof, including payment of the file/penalty as mentioned above.*

15. *The terms and conditions mentioned in the settlement have been understood in vernacular. The above said settlement is arrived at between the parties out of their own free will, consent and without there being any undue pressure. coercion, influence, misrepresentation or mistake (both law and fact) in*



any form whatsoever and the parties agreed that the settlement agreement has correctly recorded the said agreed terms and conditions.”

4. Ld. Counsel submits that in terms of the above settlement the parties have already voluntarily executed Divorce deed three times as per Muslim law firstly on 10.11.2020, secondly on 10.12.2020 and lastly on 21.01.2021. Divorce deed/ Talaqnamais on record. It has been submitted that as per the settlement the petitioner has already paid Rs. 3,00,000/- to the respondent No. 2 out of the total settled amount of Rs. 4,00,000/-. The remaining Rs. 1,00,000/- is to be paid today. Learned counsel submits that since the present matter stems from a matrimonial dispute which stands amicably settled between the parties, therefore no useful purpose would be served if the present complaint is kept pending.
5. The parties are present in person and have been duly identified by the IO. Respondent No. 2 states that she was married to the petitioner No.1 on 11.07.2013 and one male child namely Riyaan was born out of the wedlock who is staying with her. She states that the marriage has been dissolved by mutual consent as per Muslim laws. She states that she has voluntarily settled the matter with the petitioner vide Settlement Agreement dated 19.11.2019 without any fear, force or coercion and has no objection if the present FIR and all consequent proceedings arising therefrom are quashed. She further states that in terms of the settlement the petitioner No.1 has already paid Rs. 3,00,000/- out of the entire settled amount of Rs. 4,00,000/- and the



remaining Rs. 1,00,000/- has been handed over today in court by way of Demand draft bearing DD No. 558053 dated 22.08.2023 drawn on Canara bank in the name of Yasmin. She states that she has thus received the entire settled amount and has no grievance remaining against the petitioners. Both the parties have stated that in terms of the settlement the child born out of the wedlock shall remain with the respondent No. 2/mother and the petitioner No.1/father shall have no visitation rights. Both the parties have stated that their settlement is only with respect to their rights and titles and shall not affect the rights and titles of the child namely Riyaan, who shall be entitled to pursue the same as per law.

6. Submissions considered.
7. The present FIR stems from a matrimonial dispute. The parties have settled all their differences amicably and have already been granted divorce by mutual consent. Respondent No. 2 has stated that she no longer wishes to pursue the present FIR. The chances of conviction would be bleak given that the complainant does not wish to pursue the present complaint on account of the amicable settlement. In such circumstances continuance of the present FIR would serve no useful purpose and may cause prejudice to the petitioner and be an exercise in futility. There is no reason to reject the settlement which has been arrived at voluntarily between the parties. This court considers that it is better to put a quietus to the dispute in matrimonial matters where the wrong is basically private or personal in nature and the parties



have amicably resolved their entire dispute. The Supreme Court and this Court have time and again held that cases arising out of matrimonial differences should be put to quietus if the parties have arrived upon a genuine settlement. Reliance can be placed on ***B.S. Joshi v. State of Haryana***, (2003) 4 SCC 675; ***K. Srinivas Rao v. D.A. Deepa***, (2013) 5 SCC 226; ***Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another***, 2019 SCC OnLine Del 8179.

8. Considering the totality of the facts and circumstances of the case and in view of the submissions of the respondent no.2/complainant, the case FIR No. 941/2015 dated 21.11.2015 registered u/s 498A/406/34 IPC at P.S. Gokul Puri, and all subsequent proceedings arising therefrom are quashed qua the petitioner.
9. It is pertinent to mention that the child born out of the wedlock namely Riyaan will be free to pursue his legal rights in accordance with the law. The parties have entered into a settlement only with respect to their rights and titles. The rights, titles and interests of the child to pursue his legal remedies as per law is left open.
10. Accordingly, the present petition is disposed of.

DINESH KUMAR SHARMA, J

AUGUST 22, 2023

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