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

+ **CRL.M.C. 4754/2023**

MOHD. MOSHIN ALIAS MOSIN & ORS. Petitioners

Through: **Mr. Piyush Pahiya, Adv.**

versus

STATE OF NCT DELHI & ANR. Respondent

Through: **Mr. Digam Singh Dagar, APP for the
State with IO SI Ashok Kumar, PS
Nangloi.**

Mr. Ragib Gayyor, Adv. for R-2

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Date of Decision: 14th July, 2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 18174/2023

Exemption allowed subject to just exceptions.

CRL.M.C. 4754/2023

1. The present petition has been filed under Section 482 Cr. P.C. seeking quashing of case FIR No. 313/2017 dated 30.07.2017

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registered at PS Nangloi, under Sections 498A/406/34 IPC. The FIR was lodged on the complaint of respondent No.2/wife against the petitioners herein.

2. Facts in brief are that the marriage between petitioner No. 1/husband and respondent No. 2/complainant - wife was solemnized on 08.04.2006 as per Muslim rites and customs. Three children namely Shanna, Subhani and Shanib were born out of the wedlock. Thereafter owing to temperamental differences both the parties started residing separately since 22.06.2015. Several efforts were made to reconcile the parties, however the same did not fructify. Consequently, the present FIR was lodged by the respondent No. 2 against the petitioners herein.
3. Ld. Counsel for the petitioners submits that however while the proceedings were underway, the parties were referred to mediation Centre, THC, Delhi, whereby, with the intervention of family members and well-wishers, the parties have now amicably settled all their disputes and accordingly Mediation Settlement dated 03.01.2023 and MoU dated 11.05.2023 were executed between the parties on the following terms and conditions.

“1. That the first party/ Husband shall pay Rs.12,50,000/- (Rupees Twelve Lac Fifty Thousand Only) to be second party namely Chand Baby as per following manner:

Ist Rs.5,00,000 (Rupees Five Lac Only) shall be paid by the first party to the second party at the time of withdrawal of complaint case u/s 12 D. V. act on 01/03/2023.



IInd Rs.7,50,000(Rupees Seven Lac Fifty Thousand only) shall be paid by the first party to the second party through Demand Draft at the time of quashing before the Hon'ble High Courts Delhi on or before 05/06/2023.

2. *That it has been decided between both the parties that both the parties shall dissolve their marriage with mutual consent in family courts Delhi or as per Muslim Law/Shariyat Law i.e. First (one) Talaqq will reduced in writing upon a paper on 01/03/2023 and remaining two talaq will reduced in next two months by one divorce in one month and last Talaqq (Final Talaaq) will be reduced at the time of execution this agreement cum divorce deed.*

3. *That it has been decided between both the parties that the custody & care of three children namely Shana aged about 15 years, Subhani aged about 12 years, and Shanib aged about 10 years were born out who are in the care and custody of their mother/second party.*

4. *That both the parties undertake to withdraw their petition/case if any which is pending disposal in any court of law/agency/institution filed by them against each other."*

4. Learned counsel submits that the parties have settled all their disputes in terms of the above settlement and no longer wish to pursue the present complaint. Ld. Counsel submits that in terms of the settlement, out of the agreed total sum of Rs. 12,50,000/- the petitioners have already paid a sum of Rs. 5,00,000/- to the



respondent No. 2 and now Rs. 7,50,000 is remaining to be paid. It has been submitted that the marriage between the parties has been dissolved by mutual consent as per Muslim law vide Deeds of divorce (Triple Talaq) dated 01.03.2023, 05.04.2023 and 11.05.2023. The Talaqnama has been placed on the record. It has been submitted that since the present matter is a matrimonial dispute which now stands resolved and the parties have already been granted Talaq, no useful purpose would be served in continuing with the present proceedings.

5. The parties are present in Court and have been duly identified by the IO. Respondent no. 2/ complainant states that she was married to the petitioner on 08.04.2006. Three children were born out of the wedlock. She states that as per the MoU dated 11.05.2023, the petitioner No.1 has to pay her Rs. 12,50,000/- towards full and final settlement of all her claims (past, present and future). She states that in terms of the settlement she has already received Rs. 5,00,000/- and the remaining amount of Rs. 7,50,000/- has been paid today in court vide Demand Draft bearing DD No. 915554 dated 14.06.2023 drawn on Punjab National Bank in the name of Baby Account Number 60274757867. She states that now she has amicably settled all the disputes with the petitioners and has received the entire settled amount. She states that she has entered the settlement voluntarily without any fear, force or coercion and has no objection if the present FIR and all consequent proceedings arising therefrom are quashed. An affidavit of no objection on behalf of the respondent No.2/complainant has also been filed along with the present petition.



It has been submitted by both the parties that the rights and interests of the children shall not be affected by the settlement arrived at between the parties. The parties have also made a joint statement to this effect stating that their settlement shall not affect the rights, titles, or interests of the children namely Shanna (now aged about 15 years), Subhani (now aged about 12 years) and Shanib (now aged about 10 years), in any manner, who will be open to pursue their legal rights as per law.

6. I have considered the submissions. The parties have amicably settled all their disputes and have been granted talaq. The complainant/respondent No.2 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. I do not see any reason to reject the settlement. 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.

7. Considering the totality of facts and circumstances of the case and in view of the submissions of respondent no.2/ complainant, the case FIR No. 313/2017 dated 30.07.2017 registered at PS Nangloi, under Sections 498A/406/34 IPC and all subsequent proceedings arising therefrom are quashed.
8. It is pertinent to mention that the children born out of the wedlock namely Shanna, Subhani and Shanib will be free to pursue their legal rights in accordance with the law. The parties have entered into a settlement only with respect to their rights and titles. The rights and interests of the children to pursue their legal remedies as per law is left open.
9. Accordingly, the present petition stands disposed of.

DINESH KUMAR SHARMA, J

JULY 14, 2023
Pallavi