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

+ **CRL.M.C. 3588/2022**

AAFTAB SIDDIQUI & ORS.

.... Petitioners

Through: Mr. R.D. Itorora with Mr. Rajesh
Maini and Mrs. Poonam, Advocates.

versus

THE STATE & ANR.

..... Respondents

Through: Mr. Hemant Mehla, APP for the State
with SI Manish Tyagi, PS Jamia
Nagar.

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Date of Decision: 14th March, 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 seeking quashing of FIR No. 0511/2018 dated 29.11.2018 under Sections 498A/406/34 IPC registered at PS Jamia Nagar. The said FIR was lodged at the instance of respondent No.2/complainant.

2. Facts in brief are that the marriage between Petitioner no. 1 and respondent no. 2/complainant was solemnized on 18.04.2014 as per Muslim rites and rituals. No child was born out of this wedlock. Thereafter owing to temperamental differences the respondent No.2/complainant left her matrimonial house and started living at her parental house from 20.05.2017.

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Several efforts were made to reconcile the parties, however the same did not fructify. Consequently, respondent no. 2/complainant lodged a complaint against the petitioners herein, basis which, the present FIR came to be registered.

3. It has been submitted that thereafter, the petitioner No. 1 has pronounced divorce/khula to the respondent No.2/complainant on three different occasions i.e. on 15.12.2021, 20.02.2022 & 26.03.2022 and the same have been accepted by the respondent No.2/complainant. It has been submitted that further, the petitioner No. 1 pronounced talak thrice orally on 14.04.2022 in the presence of witnesses and a separate divorce deed/khulanama/talaqnama has been executed between the petitioner No.1 and respondent No.2 on 14.04.2022.

4. Thereafter with the intervention of family members and well-wishers, the matter was amicably resolved between both the parties vide Settlement deed dated 14.04.2022 on the following terms and conditions:

- “1. That the first party/ husband namely Aaftab Siddiqui S/o Zameel Siddiqui has pronounced divorce/ khula to the second party/ wife Shagufta D/o Jameel Ahmed W/o Aaftab Siddiqui on three different sittings on 15.12.2021, 20.02.2022 and 14.04.2022 on the request/ asking of the second party and the second party/ wife has accepted, admitted and acknowledged the factum of said divorce and as such the marriage between the parties stands dissolved forthwith.*
- 2. That as measure of abundant precaution and to obviate the possibility of objection from the society, the first party/ husband has pronounced talak thrice orally on 26.03.2022*

in presence of following witnesses and a separate divorce deed/ khulanama has been executed between the parties.

3. *That the first party/ husband has agreed to pay a sum of Rs. 2,50,000/- to the second party/ wife including the Mehar silver as aforesaid and the second party/ wife, has foregone/ given up all her claims towards past, present and future maintenance from the first party/ husband as the divorce has been pronounced by way of Khula.*
4. *That it has been agreed between the parties that they shall not file any case civil or criminal against each other before Police, court of law or any other authority. The second party/ wife shall not file any case, suit, petition seeking maintenance or for any other claim against the husband.*
5. *That it is also settled between the parties that after the talaknama, the second party shall withdraw her domestic violence petition filed against the first party.*
6. *That it is also settled between parties that after the the talaknama, the second party shall cooperate the first party for quashing of the FIR NO. 511/2018 and to give affidavit/ NOC and appear before the Hon'ble High Court of Delhi.*
7. *That it is settled between the parties that the second party shall withdraw her case Under section 12 of Domestic Violence Act against the first party as well as other family members of the first party and the said case is still pending before the Ms. Archana Beniwal, Ld. MM, Mahila Courts, Saket, New Delhi.*
8. *That the parties hereby admit and undertake that they have reached to the conclusion of dissolving their marriage with their free will, volition, without any force, fraud or threat or coercion of any nature, having understood the nature of their decision, and its consequences.*
9. *That it has been agreed between parties that if the second party fails to comply with this sentiment, the first party shall have right to recover the amount from the second party.*

10. *That the parties have arrived at the present decision after due consultation with their respective families and with each other and the decision to dissolve the marriage is their own from and is free from any force, fraud, threat or coercion and the parties wish to put an end to their marital relationship.*
 11. *That both the parties shall lead their respective lives freely and happily without interference or obstruction from each other directly or indirectly in any manner whatsoever.*
 12. *That the parties confirm that they have entered into this settlement without any undue influence or coercion and that are legally competent to enter into the said agreement and are fully conscious of the implication and consequences thereof.*
 13. *That this settlement deed has been made in duplicate and the parties and the witnesses have put their signatures to both of the said copies and the same shall be treated as original.”*
5. Learned counsel for the petitioners submits that the parties have settled all their disputes. Learned counsel submits that the marriage between the parties has also been dissolved by way of Talaq as per Muslim Shariat Law and Talaknama dated 14.04.2022 has been executed between the parties. Learned counsel submits that since the matter is a matrimonial dispute which now stands resolved and the parties have already been divorced as per Muslim law, no useful purpose would be served in continuing with the present proceedings.
6. Both 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 18.04.2014. No child was born out of the wedlock. She states that as per the settlement, the petitioner No.1 has to pay her Rs. 2,50,000/-

towards full and final settlement of all her claims (past, present and future) and has to hand over 3.5 tolas of silver as Mehar. She states that in terms of the settlement she has received the 3.5 tolas of silver and the entire settled amount of Rs. 2,50,000/- by way of three Demand Drafts, (all dated 17.12.2022 and drawn in favour of Shagufta) the details of which are as under:-

S.No.	DD No.	Date	Drawn on	Amount
1	389189	17.02.2022	Bank of Baroda, Khureji Khas	Rs.75,000/-
2.	389190	17.02.2022	Bank of Baroda, Khureji Khas	Rs.50,000/-
3.	304907	17.02.2022	Canara Bank, Nirman Vihar	1,25,000/-

7. An affidavit dated 14.03.2023 to this effect has also been filed by the petitioner No.1. Respondent No.2/complainant states that now she has amicably settled all the disputes with the petitioners and has received the entire settled amount. She states that she no longer wants to pursue the complaint and wants to put a quietus to the same. 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 of the respondent No.2/complainant has also been filed along with the present petition.

8. I have considered the submissions.

9. It is settled law that in matrimonial matters where the wrong is basically private or personal in nature and the parties have amicably resolved their entire dispute and there is a bleak chance of conviction, it is better to put a quietus to the dispute so as to prevent the abuse of the process

of the Court and to secure the ends of justice. Reliance has been 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.

10. Taking into account the totality of facts and circumstances of the case, this Court considers that the parties have entered into an amicable settlement out of their own free will, without any fear, force or coercion and they should be given an opportunity to lead their lives peacefully. No useful purpose will be served in continuing with the trial.

11. In view of the above, FIR No. 0511/2018 dated 29.11.2018 under Sections 498A/406/34 IPC registered at PS Jamia Nagar and all other consequent proceedings emanating therefrom are quashed.

12. Accordingly, the present petition stands disposed of.

DINESH KUMAR SHARMA, J

MARCH 14, 2023
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