



\$~78

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 5423/2023, CRL.M.A. 20563/2023**

SHAHNAWAJ & ORS.

..... Petitioners

Through: Mr.Sunil Kumar, Adv. with
petitioners in person.

versus

STATE NCT OF DELHI THROUGH SHO & ANR.

..... Respondents

Through: Mr.Amit Sahni, APP for the State.
Respondent no.2 in person.

%

Date of Decision: 13.09.2023

CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

- 1.The present petition has been filed for quashing FIR No. 0085/2019 registered under Section 498A/406/34 IPC at PS. Bhajanpura.
- 2.Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 28.09.2011 in accordance with the Muslim Rites and Ceremonies and no child was born out of the said wedlock. However, on account of temperamental differences and mental incompatibility, the parties started living separately and instituted

CRL.M.C. 5423/2023

Page 1 of 5



multiple litigations against each other and their respective families including the present FIR.

3. Learned Counsel further submits that during the pendency of the proceedings, the parties have resolved their disputes amicably, and in furtherance thereof, they have entered into a settlement agreement dated 02.09.2019 before Counselling Cell, Family Courts, Karkardoma, Delhi. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs. 4,50,000/- (Rupees Four Lakhs and Fifty Thousand only) in full and final settlement of the entire dispute to respondent no. 2/complainant.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved as per Muslim rites and ceremonies.
5. Furthermore, the Learned Counsel for the petitioners submits that since the parties have resolved all their differences amicably, therefore, it would be in the interest of justice to quash FIR No. 0085/2019 registered under Section 498A/406/34 IPC at PS. Bhajanpura and all the proceedings emanating therefrom.
6. I have gone through the settlement deed dated 02.09.2019, which has been placed on record. The settlement agreement provides for the following terms and conditions:

“Whereas the following cases are pending between the parties;

1. *Maintenance petition filed by the petitioner wife vide M.T. No. 1199/18 pending before the court of Ms. Sukhvinder Kaur Judge Family Courts, Karkardooma which will be listed on 09.09.2019.*



2. *D.V. Act complaint filed by the petitioner wife vide case No. D.V. 1398/18 pending before the court of Ms. Ruchi Aggarwal Asrani, Ld. M.M. , Karkardooma Court, Delhi which will be listed on 12.12.2019.*
3. *FIR No. 85/2019, Police Station Bhajanpura, u/s 406/498A/34 IPC.*
 - i) *That the petitioner wife has settled all dues with the Second Party in respect of all claims, Istridhan, Meher and Permanent Alimony and all other claims past, present and future as full and final settlement with the respondent husband for the amount of Rs.4,50,000/- (Rupees Four Lak and Fifty Thousand only).*
 - ii) *It is further agreed between the parties that out of the total amount Rs.1,50,000/- shall be paid by the respondent husband to the petitioner wife on 09.09.2019, before the court of Ms. Sukhvinder Kaur Ld. Judge, Family Court, by way of DD/CASH in the name of petitioner wife. After receiving of the said amount the petitioner shall withdraw the maintenance petition.*
 - iii) *It is further agreed between the parties that a sum Rs.1,50,000/- shall be paid by the respondent husband on 12.12.2019 at the time of withdraw the complaint of DV act pending before the Ld. M.M. Ms. Ruchi Aggarwal by way of DO/CASH in the name of petitioner wife. After receiving of the said amount the petitioner shall withdraw the complaint of the DV Act.*
 - iv) *It is further agreed between the parties that last and final payment of Rs.1,50,000/- shall be paid by the respondent husband before the Hon'ble High Court of Delhi at the time of quashing of the FIR No. 85/2019 of Police Station Bhajanpura. The Petitioner wife shall cooperate in quashing the said FIR which shall be filed by the respondent within three months of withdrawal of DV case.*
 - v) *That the respondent husband has already delivered/pronounced the divorce to the petitioner/wife as law laid down by the legislature i.e. first divorce on 30.06.2019 by pronouncing the words "Main Shahnawaz Tum Smt. Noor Saba ko Talaq Deta Hoon, and second divorced was also pronounced to the petitioner wife by the respondent/husband on 31.7.2019 by pronouncing the words "Main Shahnawaz Tum Smt. Noor Saba ko Talaq Deta Hoon and now third and final divorced is delivered/pronounced by the respondent/husband to the petitioner wife on 31.08.2019 by*



pronouncing the words "Main Shahnawaz Tum Smt. Noor Saba ko Talaq Deta Hoon".

vi) That all the matter relating to this marriage either civil or Criminal are settled, both the party shall not file any proceeding (civil & Criminal) in this regard against each other and thereafter no claims/rights of any nature shall be left between the parties against each other. It is further agreed between the parties that both the parties shall remain bound with the terms & conditions of this settlement.

vii) It is further agreed between the parties that if either of the parties commits breach or default of this mutually agreed settlement after receiving the settled amount, if petitioner/wife back out, she shall return to the respondent/husband with 2% interest per month and if respondent/husband back out the amount given, shall stands forfeited by the petitioner/wife."

7. A Demand Draft bearing No.695141, dated 18.08.2023 in the sum of Rs.1,50,000/- in the name of Noore Saba i.e. Respondent no. 2, drawn on Punjab National Bank, Chikamberpur, Ghaziabad has been handed over in court today. Respondent No. 2 states that she has received the entire settlement amount.

8. It is settled that the inherent powers under section 482 of the Code are required to be exercised to secure the ends of justice or to prevent abuse of the process of any court. Further, the High Court can quash non-compoundable offences after considering the nature of the offence and the amicable settlement between the concerned parties. Supreme Court and this Court have repeatedly held that the cases arising out of matrimonial differences should be put to a quietus if the parties have reached an amicable settlement. Reliance may be placed upon: ***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.

9. Both parties are present in court and have duly been identified by the IO. Respondent No. 2 submits that she has entered the settlement voluntarily without any fear, force, or coercion. She submits that other petitions have already been withdrawn or dismissed. And since the marriage between the parties has also been dissolved as per Muslim Rites, she has no objection if FIR No. 0085/2019, registered under Section 498A/406/34 IPC at P.S. Bhajanpura and all the proceedings emanating therefrom are quashed.
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 purpose will be served in continuing with the trial.
11. In view of the above, FIR No. 0085/2019 dated 16.03.2019 registered under Section 498A/406/34 IPC at PS. Bhajanpura and all the other proceedings emanating therefrom are quashed.
12. The present petition along with the pending application stands disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 13, 2023

rb

CRL.M.C. 5423/2023

Page 5 of 5