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

+ **CRL.M.C. 4498/2022**

WASIM AND OTHERS

..... Petitioners

Through: Mr. Mohammad Farhat Qadeeri,
Advocate.

versus

THE STATE AND ANR.

..... Respondents

Through: Mr. Digam Singh Dagar, APP for the
State with SI Abhishek, P.S.
Khajuri Khas.

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Date of Decision: 05.07.2023

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 under Section 482 Cr.P.C. seeking the quashing of FIR No. 472/2017 registered at P.S. Khajoori Khas, under Section 498A, 406 of IPC, pursuant to a settlement between the petitioners and the Respondent no. 2.

2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 28/01/2015 in accordance with the Muslim Rites and Ceremonies. From this wedlock a girl child namely Baby Iza Ansari was born on 26.10.2015. However, on account of misunderstandings, various differences, and mental incompatibility, the parties started living separately in November 2015. The Respondent no 2



registered a complaint in the CAW cell on which the current FIR no 472/2017 was registered against the petitioners.

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 deed dated 30/09/2019. In terms of the settlement, out of the total amount of Rs.1,20,000/-, the remaining payment of Rs. 20,000/- (Rupees seventy-four thousand) in cash has been made today in court.

4. Pursuant to the settlement, Petitioner No 1 has pronounced/delivered divorce/Talaq to Respondent No 2 in the presence of witnesses and Respondent No 2 has accepted the Talaq pronounced/delivered by Petitioner No 1. 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. 472/2017 under section 498A/406 of IPC registered at PS Khajoori Khas and all the proceedings emanating therefrom.

5. 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 offenses after considering the nature of the offense 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.

6. Both parties are present in court and have duly been identified by the IO. Respondent No. 2 submits that she has entered the settlement deed 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 by mutual divorce/Talaq, she has no objection if FIR No. 472/2017 under section 498A/406 of IPC registered at PS Khajoori Khas and all the proceedings emanating therefrom are quashed.

7. Perusal of the record indicates that from this matrimonial wedlock, a girl child namely Baby Iza Ansari was born on 26.10.2015. Both parties have made their joint statement stating the rights of the child are not settled and Baby Iza Ansari can avail her legal rights in any manner.

8. The parties have reached on settlement vide settlement deed dated 30.09.2019 on the following terms and conditions:-

“1. Whereas the Nikah/Marriage between the parties was solemnized on 28.01.2015 at Delhi, according to Muslim rites & ceremony, out of the said wedlock a girl child namely Iza Ansari was born on 26.10.2015, who is now in the care and custody of the Petitioner/wife. Parties are living separately from each other since 2016.

2. That the respondent/husband has pronounced delivered the divorce/TALAQ to the petitioner/wife in the presence of marginal witnesses and the petitioner/wife has excepted the TALAQ pronounce/delivered by the respondent/husband.



3. Whereas the following cases are pending between the parties:-

3.1 That the custody of minor child namely Iza Ansari is with the wife and she will remain in the care & custody of the petitioner wife and the husband shall have a right to visit the minor daughter on every 4th Sunday at children room at Karkardooma Court at 2 P.M. & she will not claim any maintenance for the minor order.

a. Domestic Violence case filed by the petitioner wife pending before the Ld. M.M. North-East Delhi and which is listed for 21.11.2019.

b. Execution petitioner filed by the petitioner wife in maintenance case pending before Sh. Rajeev Mehra, Ld. PJFC, Karkardooma Court, Delhi which is listed for 16.10.2019.

c. An FIR No. 472/17 P.S. Khajuri Khas has u/s 406/498-A/34 IPC, which is listed on 04.02.2019.

d. A Divorce petition filed by the petitioner wife vide ML No. 108/18, Ms. Sukhvinder Kaur, Judge Family Courts, Karkardooma, North-East, Delhi, which is listed on 10.10.2019.

4. That the petitioner/wife has settled all her dues with the respondent/husband in respect of all her claims, Stridhan, 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. 1,20,000/- (Rs. One Lakh and Twenty Thousand Only).

5. It has been further decided between the parties that out of the total settled amount a sum of Rs. 40,000/- shall be paid by the respondent/husband to the petitioner/wife on or before 21.11.2019 before the Court of Ld. M.M. Karkardooma Courts, North-East, Delhi, by way of DD/Cash in the name of petitioner wife and after receiving



of the said amount the petitioner shall withdraw her Domestic Violence petition filed by her after making her statement before the Ld. Court in this regard.

6. That it has been further agreed between the parties that out of the total settled an another amount of Rs. 40,000/- shall be paid by the respondent/husband to the petitioner/wife on or before 16.10.2019 before the court of Sh. Rajeev Mehra, Ld. PJFC, Karkardooma Court, Delhi, by way of DD/Cash in the name of petitioner and after receiving of the said amount the petitioner shall withdraw her execution petitioner filed by her after making her statement before the Ld. Court in this regard.

7. That it has been further agreed between the parties that out of the total settled an another amount of Rs. 30,000/- shall be paid by the respondent/husband to the petitioner/wife on or before 10.10.2019 before the court of Ms. Sukhvinder Kaur, Judge Family Courts, Karkardooma, North-East, Delhi, Delhi, by way of DD/Cash in the name of petitioner and after receiving of the said amount the petitioner shall withdraw her divorce petition filed by her after making her statement before the Ld. Court in this regard.

8. That it has been further agreed between the parties that out of the total settled amount the last and final payment of Rs. 10,000/- shall be paid by the respondent/husband to the petitioner/wife before the Hon'ble High Court of Delhi at the time of quashing of the FIR No. of P.S.Khajuri Khas. The petitioner/wife shall co-operate in quashing the said FIR which shall be filed by the respondent within three months of withdrawal of Divorce Case.

9. That it has been further decided between the parties that the respondent/husband shall handover all the dowry articles lying at his house (list attached) to the petitioner on or before 30.09.2019.



10. That it has been further agreed between the parties that all the matters relating to this marriage either civil, criminal are settled between them.

11. That it has been further agreed between the parties that the petitioner/wife undertakes that she will not file any type of case either matrimonial, civil or criminal regarding Jewelry, dowry, stridhan, maintenance (past, present and future), permanent alimony or any other claim, in any court of law/police authorities against the respondent, his family members or other relatives in future regarding this matrimonial dispute, either in India or abroad. It is further agreed between the parties that both the parties shall remain bound with the terms and conditions of this settlement.

12. That the petitioner/wife also undertakes that she will not have any right, claim/interest in the moveable and immovable properties i.e. either self-acquired or inherited, of the respondent/husband or any of his family members and relatives, in their respective businesses and service benefits besides an undertaking that no party shall interfere in the personal as well as professional life of other party in future.

13. That after granting the decree of divorce by the concerned matrimonial court, both the parties undertake not to file any type of case i.e. civil, criminal or matrimonial, against each other, their parents and relatives, in any court of Law or authorities or Police Stations in any manner whatsoever.

14. That both the parties have further undertaken that after obtaining the decree of divorce by way of mutual consent, neither of the party shall interfere in the professional as well as personal life of each other and the parties are free and at liberty to re-marry as per their own choice and wishes.

15. That it is further agreed that if any of the parties have filed any complaint which is not in the knowledge of either



of the parties filed before any Court of law, Police Station, CAW Cell or any other authority in any part of India, then it shall be deemed to be considered as compromised and withdrawn and shall not have any legal effect.

16. It is further agreed between the parties that if either of the parties commit breach of default of this mutually agreed settlement after the first motion, if the petitioner/wife back outs the amount taken at the time of first motion shall be returned to the respondent/husband with 02% interest and of the respondent/husband back outs then the amount given by him to the petitioner at the time of first motion shall stands forfeited by the petitioner.

17. That the terms and conditions mentioned in the present settlement has been understood by both the parties as the same has been read over and explained to them in vernacular. The above said settlement is arrived at between the parties out of their own free will, volition and consent and without there being any kind of pressure, coercion, undue influence, misrepresentation or mistake of law or fact in any form whatsoever and the parties agreed that he settlement has been correctly recorded as per the agreed terms and conditions between them.”

9. 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.

10. In view of the above, FIR No. 472/2017 under section 498A/406 of IPC registered at PS Khajoori Khas and all the other proceedings emanating therefrom are quashed.

11. In view of the above, the present petition stands disposed of.



JULY 5, 2023/MR

DINESH KUMAR SHARMA, J

