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

+ **CRL.M.C. 4629/2022**

SHRI AKRAM ALI & ORS.

..... Petitioners

Through: Mr.Mohd.Imran and Mr.Mintu,
Advocates with petitioners in person.

versus

THE STATE & ANR.

..... Respondents

Through: Mr.Digam Singh Dagar, APP for the
State.

SI Seema, PS Najafgarh and

SI Durgesh Dwarka North

Mr.Subodh Kr.Jha and Mr.Tribindh

Kumar, advocates for R-2 with

R-2 in person.

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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 seeking quashing of case FIR No. 388/2018 dated 02.11.2018 registered under Sections 498A/406/34 IPC at PS Dwarka North, Delhi. The said 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 04.01.2017 as per Muslim rites and customs. No child was born out of

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the wedlock. Thereafter owing to temperamental differences both the parties started residing separately since 15.08.2017. 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. Respondent No.2 also filed a complaint under the DV Act bearing MC No. 488/2018 titled *Saira vs Akram Ali* against the petitioner No.1.

3. Ld. Counsel for the petitioners submits that however, now the parties have amicably settled all their disputes in terms of the settlement agreement dated 30.10.2021 on the following terms and conditions.

“1. It has been agreed and settled between the parties that the first party shall pay a sum of Rs.3,60,000/- (Three lac sixty thousand) to the second party as full and final settlement amount qua all her claims (past, present and future) arising out of the said marriage on account of permanent alimony, Ishtridhan, dowry articles, maintenance, Mehar and miscellaneous expenses and all other claims in three installments.

2. It has been agreed and settled between the parties that the first party shall pay first installment of Rs.50,000/- (Fifty thousand) to the second party by way of demand draft at the time of signing this settlement agreement.

3. It has been agreed and settled between the parties that the first party shall pay second installment of Rs. 1,00,000/- (One lac) to the second party at the time of recording of the statement for withdrawal of the case titled as Saira versus Akram Ali & Ors. pending in the Court of Ms. Richa Manchanda, M.M., Dwarka Courts, Delhi, out of which Rs.50,000/- (Fifty thousand) will be paid in cash and Rs.50,000/- (Fifty thousand) by way of demand draft.

4. It has been agreed and settled between the parties that the first party shall pay third/last installment of Rs.2,10,000/-



(Two lac ten thousand) to the second party by way demand draft before High Court of Delhi at the time of hearing and recording of statement of the second party for quashing of said FIR lodged by the second party against the first party and his family members.

5. It has been agreed and settled between the parties that the application for withdrawing the case titled as Saira versus Akram Ali & Ors. pending in the Court of Ms. Richa Manchanda, M.M., Dwarka Courts, Delhi shall be filed within 15 days of execution of this settlement agreement. Thereafter the parties shall take Talaq as per law within one month. Thereafter the first party shall file the petition for quashing of FIR before Hon'ble High Court of Delhi within one month.

6. It has been agreed and settled between the parties that they shall not interfere in the life of each other in future.

7. It has been agreed and settled between the parties that in case of default by the second party in signing, appearing and making statement before Hon'ble High Court of Delhi For quashing of FIR and withdrawal of the case under D.V. Act, she shall return the amount received by her from the first party to the second party alongwith interest @ 12% per annum w.e.f. the date of receiving of the amount till actual payment and in case of default by the first party in filing petition before Hon'ble High Court of Delhi within stipulated time, he shall pay interest @ 12% per annum on the balance amount to the second party from the date of expiry of stipulated period till compliance of this settlement agreement.

8. It has been agreed and settled that after compliance of terms of this settlement agreement there shall remain no dispute between the parties qua the marriage of the parties and none of the parties shall file any other case/petition/complaint etc. against each other or their family members or relatives in future. It has been agreed that if any case between the parties is pending in any Court or authority, the same shall be withdrawn by the respective party and the same shall be deemed to be settled."



4. Learned counsel for the petitioners submits that the parties have settled all their disputes in terms of the above settlement and as per the settlement the respondent No.2 has withdrawn her DV complaint bearing MC No. 488/2018 which has been dismissed as withdrawn on the basis of settlement on 02.11.2021. Ld. Counsel submits that in terms of the settlement, out of the agreed total sum of Rs. 3,60,000/- the petitioners have already paid a sum of Rs. 1,50,000/- to the respondent No. 2 and now Rs. 2,10,000/- is remaining to be paid.
5. Learned counsel for the petitioner submits that the marriage between the parties has already been dissolved by way of Talaq vide Talaqnama dated 24.04.2022. Learned counsel submits that Khula Nama dated 03.07.2023 has already been filed vide diary no. E-1105481/2023. Let the same be brought on record.
6. 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.
7. 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 04.01.2017. No child was born out of the wedlock. She states that as per the settlement dated 30.10.2021, the petitioner No.1 has to pay her Rs. 3,60,000/- 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. 1,50,000/- and the remaining amount of Rs. 2,10,000/- has been paid today in court vide DD No.



626558 dated 16.06.2023 drawn on State Bank of India, Meera Bagh, New Delhi, for a sum of Rs.2,10,000/- in the name of Saira. 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 of the respondent No.2/complainant has also been filed along with the present petition.

8. 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 compromise. 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



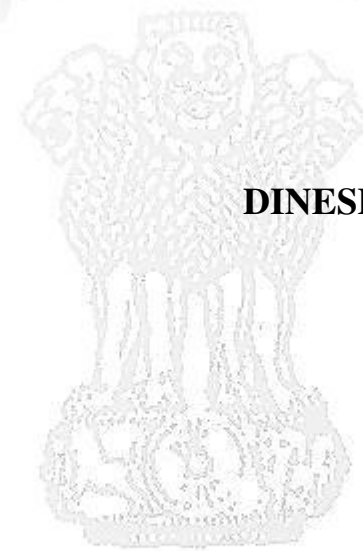
226; *Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another*, 2019 SCC OnLine Del 8179.

9. 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. 388/2018 dated 02.11.2018 registered under Sections 498A/406/34 IPC at PS Dwarka North, Delhi and all subsequent proceedings arising therefrom are quashed.
10. Accordingly, the present petition stands disposed of.

DINESH KUMAR SHARMA, J

JULY 5, 2023

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