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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**+ **CRL.M.C. 4986/2022****SH USAMA MASOOD AND ORS**

..... Petitioners

Through: Mr. Aneesh Rana, Adv.

versus

**THE STATE NCT OF DELHI & ANR**

..... Respondents

Through: Mr. Hemant Mehla, APP for the state  
with SI Ravindra Singh, PS Jafrabad,  
Delhi.

Mr. Mehtab Ali Anwar, Advs. for R-2

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*Date of Decision: 24<sup>th</sup> May, 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. 19961/2022 (exemption)**

Exemption is allowed subject to all just exceptions.

**CRL.M.C. 4986/2022**



1. The present petition has been filed under Section 482 Cr. PC seeking quashing of FIR No. 086/2019 registered at PS Jafrabad under Sections 498A/406/34 IPC and 4 Dowry Prohibition Act, 1961.
2. Learned Counsel for the petitioner submits that Petitioner No. 1 was married with respondent No. 2 on 07.11.2017 in accordance with Muslim Shariat at Delhi. No child was born out of said wedlock. However, on account of temperamental differences and mental incompatibility, the parties started living separately since 13.05.2018 and instituted 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.
4. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs.3,00,000/- (Three Lacs Only) in full and final settlement of the entire dispute to respondent no. 2/complainant. However, Respondent No.2 states that she has already received the entire settlement amount.
5. Pursuant to the settlement, divorce has taken place between the parties under Muslim Shariat.
6. 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. 086/2019 registered at PS Jafrabad under Sections 498A/406/34 IPC



and 4 Dowry Prohibition Act, 1961 and all the proceedings emanating therefrom.

7. It is settled that the inherent powers under section 482 of the Code are
8. 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; ***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 divorce has already taken place between the parties by way of Muslim Shariat, she has no objection if FIR no. 086/2019 registered at PS Jafrabad under Sections 498A/406/34 IPC and 4 Dowry Prohibition Act, 1961 and all the proceedings emanating therefrom.
- 10.I have gone through the settlement which has been placed on record.



Parties have settled the matter vide Talaq-e-Mubarat as their full and final Settlement dated 17.09.2022 on following terms and conditions:

*"And whereas it is agreed between the parties that the second party will pronounce the divorce/Talaq (Talaq-E-Mubarat) to the first party in presence of marginal witnesses as per Muslim Shariat.*

*And whereas the first party free from all obligations and conjugal rights and second party is also free from all relations and duty bounds relatives.*

*That the first party shall not claim any maintenance or any other things from the second party in future in any manner whatsoever.*

*That the Second party has announced Divorced/Talaq (**TALAQE-MUBARAT**) to the First Party on her demand by saying that **"SHABINA MAIN (USAMA MASOOD) TUMHE TALAQ DETA HOON"**, in the presence of marginal witnesses.*

*That the parties have been agreed that the Second Party/husband shall pay any amount of Rs.3,00,000/- (Three Lacs Only) as full & final settlement to the first party as per the terms and conditions of MOU dated 17.09.2022, out of which second party has already been paid a sum of Rs.50,000/- by the second party to the first party in presence of witnesses and remaining settlement balance amount of Rs. 2,50,000/- (Two Lacs Fifty Thousand Only) shall be paid by the second party to the first party as per the terms & conditions of MOU and first party will cooperate the second party in quashing of the FIR NO. 0086/2019 PS Jafraabad, Delhi before the High Court of Delhi at New Delhi.*

*That if any case/s is/are pending before any court/P.S. station or Hon'ble Court shall be withdraw after signing this present Deed as per the terms & conditions of MOU dated 17.09.2022 thereafter both the parties will record their statements before the concerned court of the respective cases, if required.*



*That after this settlement/Talaq-E-Mubarat if any complaint case filed by any of the party shall be treated as null and void.*

*That the mutual consent of the both parties have not been obtained by force, fraud or undue influence from any side or corner.”*

11. 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.
12. In view of the above, FIR no. 086/2019 registered at PS Jafrabad under Sections 498A/406/34 IPC and 4 Dowry Prohibition Act, 1961 and all the other proceedings emanating therefrom are quashed.
13. The present petition along with all the pending applications stands disposed of.

**DINESH KUMAR SHARMA, J**

**MAY 24, 2023**

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