

\$~24

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

+ CRL.M.C. 5528/2022

MOHD AIRAF ALIAS MOHD.AIRAF SABRI ALIAS SHANU
AND ORS. Petitioners

Through: Mr. Mohd. Parvez Dabas with
Mr.Shahid Ahmed, Advocates with
petitioners in person.

versus

THE STATE GOVT OF NCT OF DELHI AND ANR.... Respondents

Through: Mr. Digam Singh Dagar, APP for the
State with SI Arpana, PS Punjabi
Bagh.
Mr. K.B. Hina with Ms.Aakriti,
Advocates for respondent No.2.

%

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. 159/2018 dated 27.03.2018 under Sections 498A/406/506/34 IPC registered at PS Punjabi Bagh. 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 18.02.2015 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 with her parents at her parental house from 03.10.2017. Several efforts were made to reconcile the parties, however the same did not fructify. Consequently, respondent no. 2/complainant lodged a complaint before CAW Cell, Kirti Nagar, Delhi, basis which, the present FIR against the petitioners herein came to be registered. It has been submitted that the Chargesheet has been filed and the matter is pending adjudication before the Ld. MM. West District, Tis Hazari Courts, Delhi.

3. However, while the proceedings were underway, with the intervention of family members and well-wishers, the matter was amicably resolved between both the parties vide Settlement deed dated 21.01.2022 on the following terms and conditions:

- “1. It has been agreed between both the parties have agreed to dissolve their marriage by this settlement/agreement as per Muslim Shariat Law.*
- 2. It has also been agreed that the second party shall pay the amount of Rs. 4,15,000/- to the first party (as) in full and final settlement towards maintenance/claim/ amount/mehar/iddat/any demand (present, past and future) at the time of withdrawing the cases.*
- 3. It has also been agreed that the second party shall give/pay the amount of Rs.1,05,000/- to the first party by way of cash/DD/cheuqe/RTGS at the time of withdrawing the Execution Petition No.32/2021 on or before 18.02.2022.*

4. *It has also been agreed that the second party shall give/pay the amount of Rs.1,55,000/- to the first party by way of cash/DD/cheque/RTGS at the time of withdrawing the complaint U/s 12 of D.V. Act vide C.C. No.16/2018 before the concerned court on 10.03.2022 and also the second party shall pronounce the talaq to the first party as per Shariat Law in the presence of the respectable Qazi and witnesses. At the time of pronounce of talaq, the second party shall handover the aforesaid three items i.e. (1) gold necklace, (2) one pair gold tops and (3) one silver necklace.*
5. *It has also been agreed that after pronouncing the talaq between the parties and to withdraw the abovesaid cases, the second party shall give/pay the remaining amount of Rs.1,55,000/- to the first party by way of cash/DD/cheque/RTGS at the time of quashing the FIR bearing No.159/2018 U/s 498-A/406/506/34 IPC registered at P.S. Punjabi Bagh before the Hon'ble High Court of Delhi at New Delhi in the last week of March 2022 and the first party shall file her NOC and cooperate the second party and his family to quash the said FIR.*
6. *It has also been agreed that both the parties shall not interfere with each other or not to make the call to each other in future after finalization of the disputes between the parties in any kinds.*
7. *It has also been agreed that both the parties shall get their marriage to any other person with their own consent and choice and qua to this, both the parties shall not raise any issue in this regard against each other.*
8. *It has also agreed that both the parties shall not interfere into their lives and both the parties are free to live with their own choice and wishes and can pass*

their life smoothly after signing the present agreement/settlement.

9. That it is agreed that both parties further undertake not to file any type of litigation/complaint/application/case in respect of any claim/istridhan/alimony/dispute of any kind against first party or his family members/relatives.”

4. Learned counsel for the petitioners submits that in terms of the above-mentioned settlement the parties decided to dissolve their marriage by way of Talaq as per Muslim Shariat Law. Divorce deed/letter dated 10.03.2022 granting Talaq to the parties has been filed along with the accompanying petition. Learned counsel submits that since the matter is a matrimonial dispute which now stands resolved and the parties have been granted Talaq, no useful purpose would be served in continuing with the present proceedings.

5. 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 18.02.2015. No child was born out of the wedlock. She states that as per the settlement, the petitioner No.1 has to pay her Rs. 4,15,000/- towards full and final settlement of all her claims (past, present and future). She states that out of the total settled amount she has already received Rs. 2,60,000/-. She states that the remaining amount of Rs. 1,55,000/- has been paid to her today in the form of a Demand Draft bearing DD No. 654415 dated 13.03.2023 drawn on Punjab National Bank in favour of the complainant - Tarannum. She states that 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 to this effect has also been filed along with the present petition.

6. I have considered the submissions.

7. 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.

8. Considering the totality of facts and circumstances of the case, FIR No. 159/2018 dated 27.03.2018 under Sections 498A/406/506/34 IPC registered at PS Punjabi Bagh and all other proceedings emanating therefrom are quashed.

9. Accordingly, the present petition stands disposed of.

DINESH KUMAR SHARMA, J

MARCH 14, 2023
st