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

+ **CRL.M.C. 5770/2022**

FAEEM & ORS.

..... Petitioners

Through: **Mr. Sharukh Khan, Adv.**

versus

THE STATE GOVT OF NCT OF DELHI & ANR.

..... Respondents

Through: **Mr. Digam Singh Dagar, APP for
State and PSI Praveen Kumar, PS
Malviya Nagar.
Mr. Rakesh Kumar, Adv. for R-2
through v/c.
R-2 in person.**

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Date of Decision: 19.07.2023.

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 for quashing of FIR no.155/19 registered under Section 498-A/406/506/34 I.P.C., at PS Malviya Nagar, Delhi.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 25.12.2013 in accordance with the Muslim Rites and Ceremonies. However, it has been submitted that, on account of temperamental differences and mental

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incompatibility, the parties started living separately 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 dated 05.07.2022 before the Mediation Centre, Saket Courts, New Delhi. As per the settlement it has been agreed between the parties that the petitioner shall pay Rs. 3,50,000/- (Rupees Three Lac Fifty Thousand only) in full and final settlement of the entire dispute to respondent no. 2/complainant.
4. The Learned Counsel for the petitioners, therefore, submits that since the parties have resolved all their differences amicably; it would be in the interest of justice to quash FIR no.155/19 registered under Section 498-A/406/506/34 I.P.C., at PS Malviya Nagar, Delhi and all the proceedings emanating therefrom.
5. It has been submitted that pursuant to the settlement, a mutual divorce is decided upon through a talaqnama. The third notice for the same was given on 15.09.2022.
6. Both parties are present in court and have duly been identified by the IO. Both the parties have also made a joint statement in court that this settlement shall not affect the right, title or interest of their child namely Baby Ayra(D.O.B.-29.04.2016) born out of said wedlock in any manner.



7. Respondent no. 2 submits that she has entered the settlement voluntarily without any fear, force or coercion. She submits that as the last installment, a DD bearing no.779576 dated 02.11.2022 for a sum of Rs. 1,00,000/- in the name Nazia was given to her in court at the last date of hearing. She submits that other petitions have already been withdrawn or dismissed. And since third notice of talqnama was given on 15.09.2022, she has no objection if FIR no.155/19 registered under Section 498-A/406/506/34 I.P.C., at PS Malviya Nagar, Delhi and all the proceedings emanating therefrom are quashed.
8. I have gone through the settlement which has been placed on record. The settlement agreement provides for the following terms and conditions:

1. It is agreed between the parties that since there is no chance of their re-union, they will dissolve their marriage by taking Talaq by talaqnama/first notice 15.07.2022, second notice will be given on 18.08.2022 and final/third notice will be given on 15.09.2022.

2. It is agreed between both the parties that second party shall pay total sum of Rs. 3,50,000/- (Rupees Three Lakhs Fifty thousand only) to the first party/wife towards her maintenance for past, present and future with regard to the present matter. It is further agreed that in pursuance to present settlement, the respondent/husband shall also hand over the articles as per list Annexure A to the complainant, same list bears signature of both parties. The rights of the minor girl child Ayra shall not be effected by the present settlement, in any manner.

3. The above-mentioned settled amount of Rs. 3,50,000/-



(Rupees Three Lakhs Fifty thousand only) shall be paid by second party/husband to the wife/complainant by way of DD/NEFT/RTGS etc. in the following manner.

<i>Installments</i>	<i>Amount (in Rs.)</i>	<i>Date (On or before)</i>
<i>1.</i>	<i>1,50,000/-</i>	<i>15.07.2022 (on first notice)</i>
<i>2.</i>	<i>1,50,000/-</i>	<i>18.08.2022 (at the time of withdrawn of D V Act matter)</i>
<i>3.</i>	<i>1,00,000/-</i>	<i>At the time of quashing of FIR before Hon'ble High Court</i>

4. It is stated by the parties that articles as per list Annexure A shall be handed over to the complainant by respondents on or before 07.07.2022. Both parties shall maintain peace and cooperate with each other during this process.

5. It is further agreed between the parties that the custody of the minor daughter Ayra shall remain with the complainant/first party. The respondents shall have no visitation rights.

6. It is agreed that the petition for quashing of FIR no. 155/19, PS Malivya Nagar U/s. 498N406/506/34 IPC lodged by complainant against respondent no.1 and his family members, shall be filed before Hon'ble High court on or before 20.10.2022. First Party shall cooperate with all accused persons in said FIR in the quashing proceedings. Expenses of filing of quashing petition shall



be borne by the respondents.

7. It is further agreed between the parties that in pursuance to this settlement, complainant shall withdraw the present D V Act matter from the court concerned on 18.08.2022. It is agreed that both the parties shall also withdraw all the cases, whatsoever, filed against each other from the concerned courts.

8. It is also agreed by the parties that in pursuance to present settlement, they will not file any civil/criminal case pertaining to their marriage and/or with regard to the movable or immovable property/properties whatsoever subject to fulfillment of terms and conditions of the present settlement. It is also agreed that if any other civil or criminal matter is pending between the parties against each other of their family members, same shall deemed to have withdrawn in pursuance to present settlement.”

9. 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.



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.155/19 registered under Section 498-A/406/506/34 I.P.C., at PS Malviya Nagar, Delhi and all the other proceedings emanating therefrom are quashed.
12. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

JULY 19, 2023/AR