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

+ **CRL.M.C. 6155/2022**

TOFIK & ORS.

..... Petitioners

Through: Mr. Nasimuddin, Adv.

versus

STATE NCT OF DELHI & ANR.

..... Respondents

Through: Mr. Raguvender Verma, APP for
State and SI Tarun, PS Sonia Vihar.
Mr. C. P. Dubey, Adv. with R-2.

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Date of Decision: 30.05.2023.

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. 263/2016 registered under Section 498A/406 IPC at PS Sonia Vihar and all the other consequential proceedings.
- 2.Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 07.03.2014 in accordance with the Muslim Rites and Ceremonies. A female child namely baby Ayesha was born from wedlock. However, it has been submitted that on account of temperamental differences and mental incompatibility, the parties started living separately and instituted multiple litigations against

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each other and their respective families including the present FIR.

3. Learned Counsel further submits on 16.06.2020, the parties mutually agreed to dissolve their marriage via Divorce by their mutual consent (Khula) and to lead their lives separately from each other. Subsequently, the parties have resolved their disputes amicably and in furtherance thereof they have entered into a settlement agreement dated 20.10.2022. As per the settlement it has been agreed between the parties that the petitioner shall pay 1 lakh in full and final settlement of the entire dispute to respondent no. 2/complainant.
4. 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. 263/2016 registered under Section 498A/406 IPC at PS Sonia Vihar and all the proceedings emanating therefrom.
5. 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 pursuant to the settlement, DD No. 010737 dated 26.05.2023 for a sum of Rs. 1,00,000/- (Rupees One Lac only) in the name of Shabana drawn from Bank of Baroda was given to her in court today. She submits that since the terms of the settlement have been complied with and the marriage between the parties already stands dissolved, she has no objection if FIR no. 263/2016 registered under Section 498A/406 IPC at PS Sonia Vihar and all the proceedings emanating therefrom are quashed. A no-objection certificate of Respondent No. 2 has also been placed on record.



6.I have gone through the settlement which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. It had agreed and settled between the parties that the first party shall pay a sum of Rs.3,00,000/- (Rupees Three lac only) 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, shtridhan, dowry articles, maintenance. Miscellaneous expenses and all other claims. in two installments.

2. It had agreed and settled between the parties that the first party shall pay first installment of Rs. 2,00,000/- (Rupees Two Lakh Only) to the second party by way of Cash at the time of executing of divorce deed by mutual consent and the same was paid to the second party/wife which was executed on 16.06.2020 by the mutual consent of both the parties, in the presence of witnesses.

3. It had been agreed and settled between the parties that the first party shall pay second/last installment of Rs. 1.00.000/- (Rupees One lac) to the second party by way of Demand Draft at the time of quashing of FIR no. 263/2016 /s 498-A. 406 IPC lodged at P.S. Sonia Vihar before the Hon'ble High Court of Delhi and sign all the necessary affidavit and do the needful in quashing the FIR.

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

5. It had been agreed and settled between the parties that in case of default by the second party in signing, appearing and making statement in quashing of FIR no. 263/2016. U/s 498-A.406 IPC. P.S. Sonia Vihar, within stipulated time. She shall return the amount received by her from the first party do the first 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 signing appearing and



making statement in quashing of FIR no. 263/2016, U/s 498-A, 406 IPC. P.S. Sonia Vihar, within stipulated time, he shall pay interest 12% per annum on the balance amount to the second party, till compliance of this settlement agreement.

6. It had been agreed and settled that after compliance of terms of this settlement agreement there will not remain any 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.

7. It had been agreed and settled that if any case/complaint/petition 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.

8. It had agreed and settled that both the parties shall be bound by the terms and conditions of this settlement agreement and if any party does not fulfill requirements and conditions of this settlement agreement, the aggrieved party will have right to file appropriate case/ contempt against other party."

7. It is pertinent to note that both parties have also submitted that this settlement agreement entered into shall not affect the rights of the child. It has been stated that the child will have the liberty to pursue his remedies available under the law. Both parties have also signed a joint statement in this regard.
8. It is a settled proposition of law 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 in this regard 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.

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. 263/2016 registered under Section 498A/406 IPC at PS Sonia Vihar and all the other consequential proceedings and all the other proceedings emanating therefrom are quashed.
11. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

MAY 30, 2023/AR

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