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

+ CRL.M.C. 6271/2022

SARTAJ AND OTHERS

..... Petitioners

Through: Mr. Amit Verma and Mr. Akash,
Advocates with petitioners in person.

versus

STATE NCT OF DELHI & ANR.

..... Respondents

Through: Mr.Digam Singh Dagar, APP for the
State.
SI Suraj Chauhan.
Mr. Rizwan Ahmed, Advocate for
R-2 with R-2 in person.

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Date of Decision: 15.03.2023

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 the FIR no.581/2020 registered under Section 498A/377/354/34 IPC at PS Govind Puri, Delhi.

2. Briefly stated facts of the case are that the parties got married on 04.04.2018 in accordance with Muslim rights. Some temperamental differences arose between them and the parties are living separately since 15.08.2018. The present FIR was lodged on the statement of Respondent

No.2 against the petitioners. However, it is submitted that now the parties have entered into an amicable settlement.

3. Settlement deed dated 30.05.2022 is on record. The terms and conditions of the settlement deed/divorce deed are as follows –

“1. That, both the parties were married/performed NIKAH with each other with the pomp and shows on 04.04.2018 in accordance with Muslim Rights, customs and traditions at Delhi.

2. That, both the parties after the marriage cohabited with each other but no issue born out from the said wedlock.

3. That, as per the compromised between the parties, First Party Pronounce the divorce "TALAK TALAK, TALAK" to second party as per the personal Law (By way of Mubarat) at Saket Court, Delhi, in the presence of respective witnesses same is accepted by the Second party and signed the present divorce deed with her free will and consent without any force & Pressure. It is pertinent to mention here that First Party paid the total settlement amount i.e. Rs. 3,50,000/- (Rupees Three lac Fifty Thousand Only) to the Second PARTY in three installment as per the settlement of counseling.

4. That, against the settlement amount, First party relinquish her all rights and she will not claim anything from the First party including her past, present and future claims of maintenance, rights of residence, Interim or permanent alimony, dowry/Istidhan articles including jewellery (if any), or any other rights to which the Second Party is entitled or may be entitled in future in accordance with any law for the time being in force at present or enacted in future.

5. That, the Second party undertakes that post dissolution of marriage by Talaaq/Mubarat, not to file any litigation against First Party including any family member for any offence with regards to the matrimonial relationship between the First and

Second Party and shall withdraw her civil case/complaint/ First Information Report, if any filed or pending against First Party or his family members by filing appropriate affidavit(s) of consent/application, as & when required. It is pertinent to mention here that the Second party already withdraws all the cases.

6. *That the First Party agrees and/or undertakes that she will not claim any maintenance, compensation in terms of past, present future maintenance, alimony etc. She further undertakes not to claim any right and/or interest in any of the assets and/or properties of First Party in lieu of Maher or any other things.*

7. *That both the parties have decided that they will not make any claim or counter claim against each other in any form including any financial transaction amongst them and/or their families and the aforesaid settlement/ shall be in full and final settlement of all respective claims and they will not make any allegations or counter allegation against each other in future in any way and in any manner whatsoever.*

8. *That from today onwards both the parties will be at liberty to marry with any other person, other than the parties and none of the parties will have any right to interrupt in the same or with their life*

9. *That none of the parties will file any case related to their marriage against each other in future and both parties will have no concern at all with each other.*

10. *That now nothing remains in dispute between both the parties related to their marriage since all the disputes have been amicably settled between both the parties with the intervention of some respectable persons of the society, relatives and well-wishers.*

11. *That both the parties undertake to bind up themselves with the terms and conditions of this deed and in case either of the parties will violate any of its terms then this deed will be read against him/her.*

12. That the parties to the present *DIVORCE DEED* declare that this understanding has been moved mutually, without any force, fraud or undue influence in any manner whatsoever and the parties are signing the present *DIVORCE DEED* as per their free will, choice consent.

13. That the Second Party (RUKHSAR) has received Rs. 1,00,000/- (Rupees One Lakh Only) on dated 01.08.2022 in Cash/Demand Draft as per the mediation settlement dated 30.05.2022.

14. That the Second Party (RUKHSAR) has also received a sum of Rs.1,00,000/- (Rupees One Lakh Only) in Cash/Demand Draft today i.e. dated 29.08.2022 which was supposed to be paid at the time of execution of mutual consent divorce petition as per Shariyat/Mubarat.

15. That the third and final installment of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) will be paid to the Second Party (RUKHSAR) at the time of quashing of criminal proceedings w.r.t. the F.I.R bearing No.581/2020 lodged at P.S. Govindpuri U/S 498A/406/34 IPC.

16. That the Parties to the *DIVORCE DEED*, hereby agree that from the date of signing of *DIVORCE DEED* all sort of rights, duties and liabilities towards each other is hereby ceased.

17. That this *DIVORCE DEED* has been made in two copies in original, one copy each shall remain with the respective parties.

18. Agreeing to the above terms and conditions and contents of the present deed, the parties of the present deed, put their respective hands to the present *DIVORCE DEED* in the presence of the following witnesses on the Date and Place mentioned above.

4. Respondent No.2 has received the remaining payment of Rs.1,50,000/-(Rupees One Lakh Fifty Thousand only) in cash today in court.
5. Respondent no.2 has submitted that she has entered into the settlement out of her own free will, without any fear, force or coercion.
6. Section 482 Cr.PC acknowledges the inherent power of the high court to secure the ends of justice. In cases where the offences are not compoundable in nature, the parties on account of an amicable settlement invoke the inherent power under Section 482 Cr.P.C. for quashing the proceedings on the plea that continuance thereof would merely be an abuse of process of law.
7. It has repeatedly been held by the Apex Court that in the matrimonial disputes, if the parties have settled the matter between themselves amicably, it is the duty of Courts to encourage the same. Reliance can be placed on ***B.S. Joshi v. State of Haryana***, (2003) 4 SCC 675; ***Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another***; 2019 SCC OnLine Del 8179.
8. I consider that there would be no purpose of continuing with the trial as the parties have entered into the settlement voluntarily without any fear, force and coercion, and have decided to give quietus to the proceedings. It was a matrimonial dispute which has been amicably settled.
9. IO has identified the parties.

10. In view of the above, FIR no.581/2020 registered under Section 498A/377/354/34 IPC at PS Govind Puri, Delhi and all the other proceedings emanating therefrom are quashed.

11. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

MARCH 15, 2023

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