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

+ **CRL.M.C. 7131/2022**

SHAMIM AAKHTAR & ANR.

..... Petitioners

Through: Ms.Gurneet Kaur, Advocate with
Petitioners in person.

versus

STATE OF NCT OF DELHI & ANR.

..... Respondents

Through: Mr.Amit Sahni, APP for the State.
SI Ram Kishore, PS Jamia Nagar
Ms.Pooja Malik and Mr.Kartik Rai,
Advocates for R-2 with
Respondent no.2 in person.

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Date of Decision: 18.08.2023

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 under section 482 Cr.P.C for quashing of FIR 0542/2021 dated 17.12.2021 registered under Section 498A/406/34 IPC at PS Jamia Nagar and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 24.03.2018 in accordance with the Muslim Rites and Ceremonies and no child was born out of

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the said wedlock. However, on account of temperamental differences and mental 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 21.12.2022.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 29.12.2022 as per Muslim rites and ceremonies.
5. 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 0542/2021 dated 17.12.2021 registered under Section 498A/406/34 IPC at PS Jamia Nagar and all the other proceedings emanating therefrom.
6. I have gone through the settlement deed dated 21.12.2022 which has been placed on record. The settlement agreement provides for the following terms and conditions:

1. That the Second Party has agreed that there is no ill-will nor any dispute remaining against or relating to the First Party and any disputes that arose during the subsistence of the marriage are hereby being mutually resolved.

2. That it has been agreed between the First Party and the Second Party that the marriage between Mr. Shamim Akhtar "Aarzo" of the First Party and the Second Party



shall be dissolved by way of Khula, upon the terms contained in the present Agreement.

3. That on 20.12.2022 Mr. Shamim Akhtar "Aarzoo" the First Party and the Second Party have signed the Khuianama, in presence of witnesses (1) Mohd Shayaq Razi, (2) Mohd. Shahzad, (3) Mustaqim Raju, (4) Jamal Abdul Nasir, (5) Mohd Arbaz and (6) Zafar Adil Hamidi and as per the Muslim Rites and Rituals, the marital ties between Mr. Shamim Akhtar "Aarzoo" of the First Party and the second party have come to an end on such a date.

4. That at the time of marriage between Mr. Shamim Akhtar "Aarzoo" the First Party and the Second Party the jewellery/articles were given by the family of the Second Party to the first Party, all the issues regarding jewelleries/articles are settled between the parties.

5. That both the parties have no outstanding liability, monetary or otherwise, against each other and all claims, liabilities and demands etc. are agreed to have been settled between the parties by means of this agreement.

6. That it is further agreed that in order to put to rest amicably all disputes between the parties a petition shall be preferred before the Hon'ble Delhi High Court seeking quashing of F.I.R. No. 542 of 2021 registered at Jamia Nagar under Sections 498A, 406 and 34 of IPC filed by the Second Party against the First Party and his mother.

7. That the Second Party has no objection if the aforesaid FIR No. 542 of 2021, initiated by the Second Party against the First Party due to temperamental differences in the marital life are quashed and/or closed.

8. That the Second Party undertakes to withdraw Complaint Case No. 1664 of 2021 pending before the Ld. MM Ms. Archita Garg, Saket District Court, New Delhi.

9. That the Second party undertakes to withdraw complaint filed before the SHO Jamia Nagar, New Delhi-110025 on 17.08.19 bearing DD No. 38 of 2019.



10. That the mother of the first party undertakes to withdraw DV Case No. 340/2022 pending before Special CJM Custom, Lucknow District, UP.

11. That the first party undertakes to withdraw DV Case No. 404/2022 pending before Principal Judge, Family Court, Lucknow District Court, UP.

12. That subsequent to the signing of the present Settlement Deed/Agreement and fulfilment of all the foregoing terms, the First Party and the Second Party shall not interfere in the lives of each other in any manner including personal, oral, written, electronic or telephonic contact and also will not make any allegation against each other and/or their respective family members in public or privately.

13. That both the parties agree and undertake that subject to the fulfilment of the terms of the present Agreement, they shall have no claim or right qua any immovable or movable properties of the other party or against the family members of the other party whether self-acquired or ancestral under any circumstances, at present or in future, in view of the present Settlement. The Second Party agrees and undertakes that she has and shall have no claim for maintenance or permanent or temporary alimony against the First Party.

14. That the present Settlement Deed is effective and enforceable from the date of its execution and shall remain effective and binding and form part of the petition seeking quashing of criminal cases initiated by the Second Party against the First Party.

15. That it is further mutually agreed between the parties that they will adhere to the terms and conditions of this Settlement and will do all acts necessary for the expeditious compliance of the same and shall cooperate with each other and sign all the relevant documents required for quashing of criminal cases initiated by the Second Party against the First Party.



16. That the contents of this Settlement Deed/Agreement have been read over to the parties and they have been explained the terms of this Settlement Deed/Agreement and they have understood the same to be true and shall be governed by the same.

17. That both the parties have executed this Settlement Deed/Agreement without any force, undue influence, or coercion from any quarter, and both the parties shall be estopped in law to assail the validity of any clause/term of the Settlement on the ground of the same being void or unlawful subject to the payment of the entire settlement amount in terms of the p,

18. That it is clearly understood by the parties that they are entering into and executing this Full and Final Settlement Deed with bona fides, voluntarily and out of their own free will and consent, without any force, pressure, duress, threat, fraud, coercion, misrepresentation, collusion or undue influence, whatsoever, and the parties accept this Full and Final Settlement Deed as fair, just and equitable and also as final, conclusive and binding on them, their representatives, executors, assigns, successors, administrators, etc. and they have further bound themselves to do all that would be necessary to give full and complete effect to it. Further, the parties have confirmed and undertaken that they were given sufficient time and opportunity to consult their legal counsels of their choice and it is only after said consultations with the counsels of their choice, after full understanding of the effect of the terms and conditions of the present Settlement Deed, that the parties are ascribing their respective signatures to the present deed, in presence of witnesses as named below.

19. That all the disputes and differences between the parties have been fully and finally settled. Nothing shall be now due from either party to the other on any account, whatsoever, except under the present settlement. It is also agreed between the Parties that neither party shall file against the



other, or against their family, relative, successor or assigns any suit, plaint, case, petition, application, complaint or report in relation to events arising out of their matrimonial life.

7. 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.
8. 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 marriage between the parties has also been dissolved as per Muslim Rites, she has no objection if FIR 0542/2021 dated 17.12.2021 registered under Section 498A/406/34 IPC at PS Jamia Nagar and all the other proceedings emanating therefrom are quashed.



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 0542/2021 dated 17.12.2021 registered under Section 498A/406/34 IPC at PS Jamia Nagar and all the other proceedings emanating therefrom are quashed.
11. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

AUGUST 18, 2023

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