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

+ **W.P.(CRL) 63/2024**

MOHD. NAVED

.....Petitioner

Through: Ms. Payal Jain, Advocate with
petitioner in person.

versus

STATE & ANR.

.....Respondents

Through: Mr. Anand V Khatri, ASC, Crl. for
State.

Respondent No. 2 in person.

S.I. Gaurav Singh, PS Kamla Market,
Delhi.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

23.08.2024

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1. The present Petition under Article 226 of the Constitution of India read with Section 482 of the Code of Criminal Procedure, 1973 (*hereinafter referred to as "Cr.P.C., 1973"*) has been filed on behalf of the petitioner seeking to quash the FIR No. 0175/2023 registered under Sections 4 of the Muslim Women Protection of Rights on Marriage Act, 2019 (*hereinafter referred to as the "Act, 2019"*) at Police Station Kamla Market, Delhi.

2. Brief facts of the case are that the marriage between the petitioner and the respondent No. 2 was solemnized on 28.10.2018 according to Muslim rites and customs and one child was born out of the wedlock.

3. It is submitted that on the complaint of respondent No. 2, an FIR No. 0018/2021 was registered under Sections 498A/406/354B/34 of the Indian Penal Code, 1860 at Police Station Chandni Mahal, however, the said FIR



has already been quashed on the basis of Settlement Deed dated 28.11.2023 between the parties, by the Co-ordinate Bench of this Court *vide* Order dated 19.12.2023.

4. It is further submitted that due to temperamental difference between the parties, the respondent No. 2 started living separately from 28.08.2020 with her parents.

5. The respondent No. 2 made a Complaint dated 24.12.2020 of Triple Talaq against the petitioner and the same was converted into an FIR bearing No. 0175/2023 under Sections 4 of the Act, 2019 registered at Police Station Kamla Market, Delhi against the petitioner, which is pending before the learned Trial Court Delhi.

6. The petitioner also served Talaq-e-Hasan, a valid form of divorce as per Muslim laws, *vide* three Legal Notices dated 05.08.2023, 11.09.2023 and 19.10.2023 which were duly accepted by the respondent No. 2 thereby dissolving marriage between the parties. However, prior to that, the respondent No. 2 had made a complaint that the Triple Talaq had been pronounced by the petitioner which led to registration of present FIR. However, subsequently, the respondent No. 2 gave a statement that no such Triple Talaq was given to her but only a threat had been extended. These facts have been recorded by the learned Metropolitan Magistrate while granting bail to the petitioner.

7. It is also submitted that during the pendency of the trial, the parties have settled all the disputes and differences between them *vide* Settlement Agreement dated 28.11.2023 which *inter alia* states that: -

- (i) That the marriage has been dissolved between the parties *vide* Talaq-e-Hasan, a valid form of divorce as per Muslim law, *vide* three



Legal Notices dated 05.08.2023, 11.09.2023 and 19.10.2023 which have been accepted by the respondent No. 2 without any objections,

(ii) That the parties shall withdraw all the pending cases filed against each other,

(iii) That the respondent No. 2 shall cooperate the petitioner in getting the present FIR,

(iv) That the petitioner shall pay a total sum of Rs. 12,50,000/- to the respondent No. 2,

(v) That out of the total agreed amount, Rs. 7,50,000/- shall be given by the petitioner to the respondent No. 2, and remaining Rs. 5,00,000/- shall be made FDR in the name of the child, namely, Master Umar, the maturity thereof shall be at attaining the age of majority of the child,

(vi) That the custody of the minor child shall remain with the respondent No. 2,

(vii) That if the respondent No. 2 re-marries before the minor child attains the age of 7 years, the respondent No. 2 shall return the custody of the child to the petitioner and if the respondent No. 2 re-marries after attaining the age of 7 years, the custody of the minor child shall be decided by the court of law,

(viii) That on every 15th day of a month, a video call of the minor child shall be made available by the respondent No. 2 with his father i.e., the petitioner and the petitioner can also interact with the child telephonically to ensure his well being,

(ix) That the first instalment of Rs. 2,50,000/-, out of the agreed settlement amount, which is lying in the form of Demand Draft before



the Trial Court in Execution No. 114/2023, shall be released in favour for of the respondent No. 2 after withdrawal of MT. CASE/261/2020 under Section 125 of Cr.P.C., 1973,

(x) That second instalment of Rs. 5,00,000/- shall be paid by the petitioner to the respondent No. 2 at the time of quashing of FIR No. 18/2021 under Sections 498A/406/354B/34 of IPC, 1860 registered at Police Station Chandni Mahal,

(xi) That the third instalment of Rs. 5,00,000 shall be paid by the petitioner in the name of minor child which shall be fixed in an FDR, at the time of quashing of present FIR No. 175/2023 and e-FIR No. 272/2023 lodged by the respondent No. 2's father, and withdrawal of CT.CASE No. 576/2021,

(xii) That the parties shall remain bound by the terms of the present Settlement.

8. In view of the Settlement Agreement dated 28.11.2023, the present petition has been filed.

9. It is submitted that the marriage between the parties has been dissolved *vide* Talaq-e-Hasan, a valid form of divorce as per Muslim law, *vide* three Legal Notices dated 05.08.2023, 11.09.2023 and 19.10.2023 which have been accepted by the respondent No. 2 without any objections.

10. The petitioner and the respondent No. 2 are present in person in the Court today and they have been identified by their counsel and Investigating Officer concerned.

11. The parties have submitted that all the disputes have been amicably settled *vide* Settlement Agreement dated 28.11.2023 and thus, no fruitful purpose will be served in continuing with the FIR.



12. The present petition has been signed by the petitioner and is supported by his affidavit as well as of respondent No. 2. The parties have endorsed and reaffirmed the terms of the settlement and they also submit that the said settlement has been arrived at between the parties without any pressure and coercion.

13. Today, the complainant/respondent No. 2, who is present in person in the Court, states that she has received all the amounts due to her and settled all the disputes and has no objection if the FIR is quashed.

14. In view of the above facts that the parties have amicably resolved their differences out of their own free will and without any coercion and also the fact that the present matter is a family matter, no useful purpose will be served in continuing with the proceedings, rather the same would create further acrimony between them. Hence, it would be in the interest of justice to quash the abovementioned FIR and the proceedings pursuant thereto.

15. Moreover, there is no legal impediment in quashing the FIR in question.

16. Accordingly, without prejudice to the rights of the petitioner, who may seek the custody rights of the minor child as per law, the FIR bearing No. 0175/2023 registered at Police Station Kamla Market, Delhi, for offences punishable under Section 4 of the Act, 2019 and all consequential proceedings emanating therefrom are quashed.

17. The petition stands disposed of.

NEENA BANSAL KRISHNA, J

AUGUST 23, 2024

S.Sharma