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

+ **W.P.(CRL) 1477/2024**

SAMINA & ORS.

.....Petitioners

Through: Mr. Shawyanker Kaushik and
Mr.Nitin M.Bharti, Advocates

versus

STATE NCT OF DELHI AND ANR

.....Respondents

Through: Mr.Sanjay Lao, Standing Counsel
with Mr.Mukesh Kumar, APP for
State and Mr.Abhinav Kumar Arya,
Advocate for State with
Inspector R.L.Meena, DIU District
Mr.karan Sachdeva and Ms.Richa
Sharma, Advocates for R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

17.12.2024

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1. The present petition has been filed under Section 482 Cr. PC seeking quashing of FIR No. 120/2024 registered at PS Chandni Mahal, Delhi under Sections 384/34 IPC and all other proceedings emanating therefrom.
2. As per status report dated 05.08.2024, briefly stated facts are that the present FIR was registered on the complaint of Smt. Shahida Aqeel w/o Mohd. Aqueel Rio 2348, 2nd Floor, Gali Ambia, Kucha Chelan, Daryaganj, Delhi (respondent no.2). It is stated that in the month of October, 2023, Smt. Samina/petitioner no.1 forcefully entered into the ground floor of the



property bearing no.2314, Mandir Street, Kucha Chelan, Daryaganj, Delhi 110002, pertaining to respondent no.2/Smt. Shahida Aqueel. It is stated that in the said property a factory was also being run by respondent no.2/Smt. Shahida Aqueel and her son, in the name of M/s Aqueel Enterprises and Z-delay. Furthermore, it is stated that Petitioner no.1 alongwith her associates stole the belongings from the factory and upon asking by the respondent no.2, petitioner no.1 abused her, and extended life threats to her through her associates. Moreover it stated that on 17.04.2024, petitioner no.2 and petitioner no.3 extended life threats to her son on his mobile and asked him to pay Rs.5.50 Lakhs to save them from petitioner no. 1. On 23.04.2024, petitioner no.2 extended life threat to the son of respondent no.2 on his mobile and asked him to pay Rs.20 Lakhs instead of Rs.5 lakhs. On 25.04.2024, petitioner no.3 called the son of the respondent no.2 at Golcha Cinema and allegedly gave threats to him and extorted Rs.30,000/-. Respondent no.2 also submitted the audio recordings of the above in a Pen Drive.

3. It is further stated that during the course of investigation, accused/petitioners were interrogated wherein Petitioner no.1 denied the allegations levelled by respondent no.2 and told that she is the 3rd wife and respondent no.2 is the 2nd wife of (Late) Mohd. Aqueel. Petitioner no.1 also told that petitioner no.2 and 3 tried to settle the dispute between her and respondent no.2 only. It was further stated that now the matter has been settled and she also produced a copy of Settlement deed between petitioners and respondent no.2 alongwith a copy of Nikahnama (between her and Mohd. Aqueel) which was found genuine on verification. It is stated that Petitioner no.2 also denied all the allegation in his interrogation. and



corroborated all the facts told by petitioner no. 1. Petitioner no.3 denied all the allegation during his interrogation and told that he only knows the son of the respondent no.2. Furthermore, it is stated that on the analysis of audio recordings submitted by the respondent no.2, it was found that there are three conversations of Mr. Zaid (son of respondent no.2), petitioner no.2 & 3 making efforts for the settlement between respondent no.2 and petitioner no.1 on the amount of Rs.5 lacs first time and then Rs.20 lacs on second time. Therefore it is stated that on the analysis of the CDR of mobile nos, of Mr. Zaid (son of respondent no.2), petitioner no.2 & 3, Mr. Zaid called and talked to petitioner no.2 on 18.04.2024, 23.04.2024 & 24.04.2024. Mr. Zaid also called and talked to petitioner no.3 on 24.04.2024. On the investigation conducted so far, prima facie it is found to be a matter of matrimonial dispute between petitioner no.1 and respondent no.2. However, investigation is still under progress.

4. Learned Counsel submits that during the pendency of the proceedings, the present petitioner and respondent No.2 have resolved their disputes amicably, and in furtherance thereof, they have entered into a Memorandum of Understanding dated 02.05.2024.

5. Learned counsel submits that the petitioner and respondent No.2 have moved before this Court seeking quashing on the basis of settlement. 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 No. 120/2024 registered at PS Chandni Mahal, Delhi under Sections 384/34 IPC and all other proceedings emanating therefrom.



6. 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. In the case of ***Narinder Singh & Ors. V. State of Punjab & Anr.*** (2014) 6 SCC 466 it was *inter alia* held that criminal cases having overwhelmingly and predominantly civil character should be quashed when the parties have resolved their entire disputes among themselves. Therefore, in the present case, predominantly it is a private dispute and parties have settled the matter.

7. I have gone through the Memorandum of Understanding dated 02.05.2024 which has been placed on record. The Memorandum of Understanding provides for the following terms and conditions:

“A. That it has been agreed between the parties that after the signing of the present settlement, First parties shall file a quashing petition within 10 (Ten Days), by moving a an appropriate petition for quashing of the FIR No. 120/2024 under Sections U/S 384/34 IPC against the First Parties at P.S. Chandni Mahal before the Hon'ble High Court of Delhi.

B. That since the disputes between the parties have been settled mutually between them with the intervention of the neighbours and family members, no monetary exchange of any sought has taken place between the parties.

C. That it has been agreed between the Parties that immediately after the execution of the present Deed and satisfaction of the conditions set out above, the Parties would initiate all appropriate steps and unconditionally withdraw all the allegations levelled against each other (if any). All verbal allegations or allegations contained in writing in any form including the Legal Notice, Police complaints or any other complaint in any authorities and Court Cases (if any) shall stand withdrawn/compromised. Further upon the execution of this



Deed, the Parties shall under no circumstances make defamatory statements against the parties.

D. That it is further agreed between the Parties that they would comply with the terms and conditions of the present Deed in words and spirit of the document. The Parties shall fully co-operate with each other and sign all papers that are required as per law and Parties shall present themselves in all courts/office (as the case may be), for making the requisite statements in order to get the aforementioned FIR quashed.

E. That all disputes/differences between the Parties shall stand settled/compromised thereupon and in case any costs are imposed upon by the Hon'ble High Court of Delhi upon any of the Parties, the same shall be solely and exclusively borne by the First Parties. That the Parties to the present Settlement Deed undertake to withdraw complaints if any (civil as well as criminal cases, if any, pending in any court of law, forum or authority) or any other case arising out of the disputes between the Parties to the present Settlement Deed.

F. That the Parties are free to take appropriate legal course if any of the party defaults or breaches any of the clauses of this Settlement Deed and to the Second Party shall have the full right to pursue her FIR and complaints against the First Parties

G. That the present Deed has been made without using any undue influence, coercion, allurement etc, against each other. If the Parties do not abide by the terms enumerated hereinabove, the present Deed shall be termed/treated as null and void and the Parties shall be free to pursue their grievances in accordance with law.

H. That the parties to the Deed have settled all the disputes out of their own sweet will and without any undue pressure or coercion from any corner.”

8. Both parties are present in court and have duly been identified by the IO. Respondent No. 2 states that she has entered the settlement voluntarily without any fear, force, or coercion and further states that has no objection if FIR No. 120/2024 registered at PS Chandni Mahal, Delhi under Sections 384/34 IPC and all other proceedings emanating therefrom are quashed.



However, she states that all other contentions regarding the matrimony may be kept open.

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. 120/2024 registered at PS Chandni Mahal, Delhi under Sections 384/34 IPC and all the other proceedings emanating therefrom are quashed keeping contentions regarding the matrimony open for the parties to take appropriate measure.

11. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 17, 2024/SV/KR