



\$~38

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

+ **W.P.(CRL) 1714/2024**

NAFEES AHMAD AND ORS

.....Petitioners

Through: Mr. Aamer Ahmed Madni, Adv. with
petitioners.

versus

THE STATE NCT OF DELHI AND ANR.

.....Respondents

Through: Mr. Sanjay Lao, Standing Counsel for
State and SI Akshay with ASI
Ragunath, PS Shaheen Bagh.
R-2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

07.10.2024

%

1. **CRL.M.A. 16677/2024**

2. Exemption allowed, subject to all just exceptions.

3. Application stands disposed of.

4. **W.P.(CRL) 1714/2024**

5. The present petitioner has been filed under Article 226 of the Constitution of India r/w Section 482 Cr.P.C. seeking quashing of case FIR No. 398/2023 dated 17.11.2023 under Section 498A/506/34 IPC registered at PS Shaheen Bagh, Delhi and all other proceedings emanating therefrom.

6. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 17.09.2016 in accordance



with the Muslim Rites and Ceremonies and no child was born out of 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.

7. 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/Memorandum of Understanding/ Compromise Settlement dated 03.02.2024. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 04.01.2024 as per Muslim Rites and ceremonies.
8. 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. 398/2023 dated 17.11.2023 under Section 498A/506/34 IPC registered at PS Shaheen Bagh, Delhi and all the other proceedings emanating therefrom.
9. I have gone through the settlement deed dated 03.02.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. That both the parties have agreed and settled the said matter without any alimony and without any claim and without any consideration, without any dispute, without any condition, the matter has been resolved and compromise between the parties.

2. That the second parties undertakes and agreed and neither interested nor interest to persue the said FIR in respect of making statement U/s. 161 Cr.P.C. and not



interested to join the investigation to the police concerned IO in respect of the said FIR of P.S. Shaheen Bagh and to whomsoever it may concern requesting complaint/FIR to withdraw the NO.0398/2023 dated 17.11.2023, P.S. Shaheen Bagh U/S 498- A/506/34-IPC and the first party /complainant namely Robina Been has agreed and undertaking, to withdraw and not interested to persue and not interested to continue the proceedings any type of and in anywhere in the concerned IO of concerned police station in the UP if the concerned police station Shaheen Bagh, New Delhi has forwarded to the Tehsil Palia Kalan, District Lakhimpur, UP, the same may be withdrawn and neither insist nor persue, the same may be withdraw the complaint and vide separate affidavit.

3. That both the parties have agreed and settled there should be no any dowry articles has been exchanged in between both the parties neither any transfer nor any article delivered.

4. That the first party has agreed to no any objection in respect of dowry articles, 'stridhan and mehar and Iddat amount etc. it is decided and agreed in the said settlement by both the parties.

5. That the first party/complainant as a wife as well as husband i.e. Naseem @Sultan/second party agreed in such circumstances to have mutual dissolved matrimonial life in the interest of the parties as well as their well wishers, friends and relatives as per the term mentioned in the said settlement/MOU.

6. That the husband/Naseem @ Sultan i.e. second party has divorce to the first party by pronounced as per new Divorce Act Law. The second party has pronounced the Talaq vide separately three times each Talaq has been given in one month gap and the same has been acknowledged by the first party/wife, the said mutual divorce has been occurred in between the parties in the presence of family and elders of



the society members.

7. That both the parties have absolutely and exclusively live separate from each other and will not be interfere in the personal affair of each other. Both the parties have right to live or right to marry any where with any person without any objection from both the parties that the first party shall not be create any dispute and shall not be create any claim in respect of loss and damages and mental agony and all types of etc. from past, present and future and neither any court nor any forum and any police station against/from the second parties.

8. That the first party undertakes shall not be claim from any type of claim i.e. maintenance, present, future, past or any claim of torture, mental agony for any type of shall not be approached or file a complaint to the police station or higher authorities or in any court in any case or any grievances or aggrieved to any type of case or any court etc.

9. That the first party undertakes shall not be file any civil or criminal case or any complaint in any forum after signing the execution of the said mutual settlement/MOU.

10. That all issues between the parties stand settle and nothing is remained and both the parties further abide the terms and conditions of the said settlement/ MOU.

11. That the first party agreed and undertake and bound to appear and sign consent, if required to appear any court i.e. Hon'ble High Court in respect of quashing at the time of quashing before the High Court of Delhi at New Delhi in respect of FIR NO.0398/2023 dated 17.11.2023, P.S. Shaheen Bagh U/S 498- A/506/34-IPC.

12. That the first party undertake whenever and at the time and stage of filing the quashing of the said FIR before the Hon'ble High Court of Delhi at New Delhi without any condition and demand or any bargaining and without any requesting to appear and co-operate and in favour to the



second parties and in respect of disposed off the above mentioned FIR by way of quashing.

13. That the second party undertakes and agreed to withdraw the case pending before the Hon'ble Court of Ms.Neha Saini, Ld. MM, Mahila Court, South-East, Saket Courts, New Delhi, vide C.T. No.1254 / 2023 against the second parties/accused persons.

Whereas both the parties are executing this MOU/Settlement Deed with their free will with sound mind and consent without any pressure or undue

influence, threat or coercion from any side whatsoever and, the same may be read in their vernacular language.”

10. 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. Respondent no. 2 also states that she has settled the matter without any consideration, alimony, or claim. 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 No. 398/2023 dated 17.11.2023 under Section 498A/506/34 IPC registered at PS Shaheen Bagh, Delhi and all the other proceedings emanating therefrom are quashed.
11. 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) 5SCC 226; *Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another*, 2019 SCC OnLine Del 8179.

12. 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.
13. In view of the above, FIR No. 398/2023 dated 17.11.2023 under Section 498A/506/34 IPC registered at PS Shaheen Bagh, Delhi and all the other proceedings emanating therefrom are quashed.
14. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

OCTOBER 7, 2024/AR/HT..