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

+ **CRL.M.C. 4785/2024 and Crl.M.A. No. 17910/2024**

MOHD CHAND SAIFI & ORS.Petitioners

Through: Mr.Shehzad Ali, Advocate with
petitioners in person.

versus

THE STATE NCTOF DELHI & ANR.Respondents

Through: Mr.Hemant Mehla, APP for State
with SI Arvind, PS Gokulpuri

**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.P.C for quashing of FIR No. 223/2012 registered under Section 498A/354/506/406/34 IPC at PS Gokulpuri and all the other proceedings emanating therefrom.

2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 28.10.2007 in accordance with the Muslim Rites and Ceremonies and there are 02 children 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.

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 18.10.2023.

4. 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. 223/2012 registered under Section 498A/354/506/406/34 IPC at PS Gokulpuri and all the other proceedings emanating therefrom.

5. I have gone through the settlement deed dated 18.10.2023 which has been placed on record. The settlement agreement provides for the following terms and conditions:

(i) It is agreed between the parties that the second parties jointly shall pay Rs. 1,50,000/- [Rupees One Lakh Fifty Thousand only] to the first party as full and final settlement of all the claims of the first party arising out of the present matter such as maintenance (past, present & future), permanent alimony, istridhan, dowry articles, jewellery etc to the first party.

(ii) It is further agreed between the parties that the second parties had already paid a sum of Rs.50,000/-(Rupees Fifty Thousand Only) to the first party earlier, receipt of which duly acknowledged by the first party.

(iii) It is further agreed between the parties that out of the remaining amount of Rs. 100000/- (Rupees One Lakh), the second party is paying a sum of Rs.50,000/- in cash to the second party at the time of recording of the statement of the parties i.e. 18.10.2023 and remaining amount of Rs.50,000/- shall be paid to the first party before the Hon'ble High Court of Delhi at New Delhi at the time of quashing of FIR No.223/2012, U/s.498A/354/34 IPC, PS-Gokalpuri, Delhi, the Trial is ending before the Court of Ms. Arushi Parwal, Ld. MM, Mahila Court, North East, KKD Courts, Delhi and same is fixed for 06.01.2024.

(iv) That both the parties had already been solemnized their second marriage with their free will and-consent and enjoying



their life peacefully.

(v) It is further agreed that after this settlement, both the parties shall be left with no claim against each other of any nature whatsoever and shall be free to live their lives independently without interference of each other and first party shall not claim any rights in any movable or immovable properties of the second parties and vice-versa and his family members and also both the parties and their relatives shall not file any case/litigation against each other in future pertaining to this marriage/dispute.

(vi) That it is also agreed between the parties that both the parties will not interfere in the life of each other and both, the parties are free to lead their lives accordingly to their choices and wishes.

(vii) It is further agreed that after this settlement, both the parties shall be left with no claim against each other of any nature whatsoever and shall be free to live their lives independently without interference of each other.

(viii) The First Party agrees and undertakes that she has and shall have no claim for maintenance, stridhan or permanent or temporary alimony against the Second Party subject to the receipt of balance amount of rupees 100000/(Rupees One Lakh) in compliance of the Settlement Deed.

(ix) 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 under section 482 CR.P.C for quashing of the FIR No.223/2012, U/s. 498A/354/34 IPC, PS-Gokalpuri, Delhi and closure of all the pending litigation/disputes in any court of law.

(x) That it has also been 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 the purposes of quashing of the FIR No.223/2012, U/s. 498A/354/34 IPC, PS-Gokalpuri, Delhi and closure of all the pending litigation/disputes in any court of law.

(xi) That the contents of this Settlement Deed/ Agreement have been read over to the parties in vernacular language (Hindi) 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.

(xii) 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 present Settlement/ Agreement.

(xiii) That both the parties to the present Settlement Deed/Agreement undertake that they shall duly perform and abide by all the terms and conditions as contained in the present Settlement Deed/Agreement and in case of breach of any of the terms and conditions as envisaged hereinabove, the parties are liable to be punished under the provisions of Contempt of Courts Act, 1971.

(xiv) That neither the parties nor any of their representatives, executors, assigns, successors, administrators, etc. would at any time, even in future challenge these terms and conditions, on any ground, whatsoever, and/or in any, manner, whatsoever, and would always remain bound by them.

(xv) That it is clearly understood by the parties that they are entering into and executing this Full and Final Settlement Deed bonafide, 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 what 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.

(xvi) 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.

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. 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.

7. Both parties are present in court and have duly been identified by the IO. Respondent No. 2 submits that she has received the entire settlement amount and that she has entered the settlement voluntarily without any fear, force, or coercion.. And since the marriage between the parties has also been dissolved as per Muslim Rites, she has no objection if FIR No. 223/2012 registered under Section 498A/354/506/406/34 IPC at PS Gokulpuri and all the other proceedings emanating therefrom are quashed.

8. 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.

9. In view of the above, FIR No. 223/2012 registered under Section 498A/354/506/406/34 IPC at PS Gokulpuri and all the other proceedings emanating therefrom are quashed. However, this shall not bind the legal rights, title, and interest of the children. The children shall be at liberty to pursue their legal rights in accordance with law.

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

DINESH KUMAR SHARMA, J

DECEMBER 17, 2024
SV/KR