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

+ **CRL.M.C. 4909/2024**

JAVED KHAN & ORS.

..... Petitioner

Through

Mr.Harshad Gupta, adv. with
petitioner in person.

versus

STATE NCT OF DEHLI AND ANR.

..... Respondents

Through

Mr.Digam Singh Dagar, APP for the
State.
SI Sunder Singh and ASI Bal Kishan,
PCR, PS Nangloi.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

% **02.07.2024**

CRL.M.A. 18753/2024 (exemption)

Exemption is allowed subject to all just exceptions.

Application stands disposed of.

CRL.M.C. 4909/2024

1. The present petition has been filed seeking quashing of FIR No.576/2022 dated 18.07.2022 registered under Sections 498A/406/34 of IPC at PS Nangloi, Delhi, and all other proceedings arising therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 10.04.2016 in accordance with the Muslim Law, Rites, and Ceremonies. From the said wedlock two children namely Anas (aged about 7 yrs.) and Zara Khan (aged



about 6 yrs.) were born. However, on account of temperamental differences and mental incompatibility, the parties started living separately since 18.02.2021 and instituted multiple litigations against each other and their respective families including the present FIR. He submits that the chargesheet, in this case, has already been filed and the matter is pending before the Learned MM, Tis Hazari Courts, New Delhi.

3. Learned Counsel further submits that during the pendency of the proceedings, with the intervention of the family and friends of the parties, both the parties have resolved their disputes amicably and in furtherance thereof they have entered into a settlement deed dated 20.06.2024. As per the settlement deed, it has been agreed that the parties have resolved their issues and decided to reside together.
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.576/2022 dated 18.07.2022 registered under Sections 498A/406/34 of IPC at PS Nangloi, Delhi, and all the proceedings emanating therefrom.
5. I have gone through the settlement which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. That the First Party at Sl. No. 1 & Second Party are agreed to dissolved their disputes and since April, 2024, the Second Party alongwith both the minor children residing with the First Party at the above mentioned address with her own will and wishes.

2. That It has further has been agreed that both the Husband & Wife residing peacefully and maintained both



the children together.

3. That the first party at Sl. no. 1 i.e. the Husband undertakes to take care of the Second Party and his children properly and maintained them with all comforts with his capacity of earnings.

4. That the Second Party also agreed that she will do her matrimonial obligations towards her husband and parents-in-law properly and gave them respect in a proper manner.

5. That the Second Party has agreed in quashing of the FIR bearing no. 576/2022, PS- Nangloi, U/s 498-A/406/34 of IPC, which has been registered upon her complaint against the First Party.

6. That both the parties will appear before the Hon'ble High Court of Delhi at New Delhi for quashing of the FIR bearing no. 576/2022, PS- Nangloi, U/s 498-A/406/34 of IPC.

7. That the Second Party undertakes to appear before the Hon'ble High Court of Delhi to give statement at the time of quashing of present FIR. and she has No Objection in quashing of the FIR.

8. That it is further agreed between the parties that henceforth no party shall file any criminal complaint, petition, suit and/or application etc. against each other and/or against of their respective family members before any Court of law or before any authority relating to this matrimonial dispute. That if any of the parties does so then the other party shall have a right to get the proceedings quashed by virtue of this settlement.

9. The parties state and undertake that apart from the abovementioned cases/ complaints no other case/complaint/petition/suit has been filed against the other party or their family members or relatives or known and if at a later stage it is found the same shall stand withdrawn by virtue of this Settlement Deed and in fact shall be deemed to have been withdrawn.

10. That the settlement has been arrived at between the parties without any fear, fraud, pressure, undue influence, coercion, collusion or duress etc. from any side, and has been reduced into writing out of the free will/ wishes of the



parties for the betterment of their lives.

11. Both the parties agree to be bound with the settlement reached between them and will not back out of the same. The terms and conditions entailed herein above have been understood in vernacular. The above settlement is arrived at between the parties out of their own sweet will and without any force, pressure and coercion and the parties have signed it in my presence,

12. The parties will appear before the court concerned on date fixed for recording of the settlement arrived at between the parties as per this MOU/Settlement Deed.

13. That both the parties have read and understood the contents of the Present Settlement/ No Objection Deed and after fully understanding have put their hands on this Settlement/ No Objection Deed in presence of their family member, relatives and other respectable members of the Society.”

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) 5 SCC 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 Investigation Officer. I.O. further states that both parties are residing together. 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 she has resolved all the disputes between the parties and decided to reside together with Petitioner no. 1, she has no objection if FIR No.576/2022 dated 18.07.2022 registered under Sections 498A/406/34 of IPC at PS Nangloi, Delhi, and all the 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.576/2022 dated 18.07.2022 registered under Sections 498A/406/34 of IPC at PS Nangloi, Delhi, and all the other proceedings emanating therefrom are quashed.
10. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

JULY 2, 2024/rb/ht