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

+ **CRL.M.C. 5027/2024**

MUKHTAR MOHSIN & ORS.Petitioners

Through: Mr. M. S. Akbar, Ms. Huda Akram,
Advs. with petitioners.

versus

THE STATE NCT OF DELHI & ANR.Respondents

Through: Mr. Satish Kumar, APP for State and
SI Akshay Dagar, PS Shaheen Bagh.
R-2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

28.08.2024

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CRL.M.A. 19217/2024

1. Exemption allowed, subject to all just exceptions.
2. Application stands disposed of.

CRL.M.C. 5027/2024

3. The Present petition has been filed under section 482 Cr.P.C seeking quashing of FIR No. 296/2022 dated 09.08.2022 registered under Section 498A/406/34 IPC at PS Shaheen Bagh, New Delhi and all the other proceedings emanating therefrom.
4. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 24.11.2018 in accordance with the Muslim Rites and Ceremonies and one male child namely Syed Abeer Shah was born out of the said wedlock on 03.11.2019.



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.

5. 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 dated 16.11.2023. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved as per Muslim rites and ceremonies.
6. 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. 296/2022 dated 09.08.2022 registered under Section 498A/406/34 IPC at PS Shaheen Bagh, New Delhi and all the other proceedings emanating therefrom.
7. I have gone through the settlement agreement / Memorandum of Understanding dated 16.11.2023 which has been placed on record. The settlement agreement / Memorandum of Understanding provides for the following terms and conditions:

“WHEREAS both the parties were married to each other on 24.11.2018 according to Muslim Rites and customs and lived together as husband and wife and out of the said wedlock, one male child namely Syed Abeer Shah was born on 03.11.2019.

WHEREAS due to temperamental differences both the parties could not adjust to each other and started residing separately since 21.10.2021.



AND WHEREAS the second party/wife made a complaint before the CAW Cell against the first party and his family members and later on a case vide FIR No. 296/2022, U/S 498A/406/34 IPC, was registered against the first party/husband and his other family members namely (1) Mukhtar Mohsin, (2) Mrs. Zeba Üsmeni, (3) Mohib Shah, (4) Mrs. Nadia Sinah, (5) Anwar Shariq Hashmi and (6) Munawar Usmani in PS-Shahin Bagh, New Delhi and later on the IO of the above said case/FIR the charge sheet U/S: 173 Cr.PC was filed against the first party and his family members namely (1) Mukhtar Mohsin, (2) Mrs. Zeba Usmani and (3) Munawar Usmani. Whereas the second party has filed a case U/S 12 DV Act, 2005 against the first party/husband and his other family members, which is pending before the court of Ms. Nidhi Singh, Ld. MM., Mahila Court, South-East, Saket Courts, New Delhi and the same is fixed for 12.01.2024. The second party also filed a case U/S: 125 Cr.PC against the first party which is pending before the Court of Sh. Kuldeep Narayan, Ld. Junge Family Court, South-East, New Delhi and the same is fixed for 12.01.2024.

AND WHEREAS a case vide FIR No. 0650/2021 U/S: 143/323/341/379/365/34 IPC was also registered against the second party and his relatives namely (1) Asad Ahmed S/o Iqbal Ahmed, (2) Mohd. Bilal @ Suhail S/o Mohd. Afzal Ahmed by the mother of the first party namely Mrs. Zeba Usmani in the police station of Krishan Ganj, Ajmer (Rajasthan) and the said case is pending before Hon'ble Court of CMM, South, Saket Court, New Delhi for 15.01.2024.

AND WHEREAS with the intervention of the well wishers, relatives and family members of both the parties matter could not reconcile and finally it was decided that both the parties get separated by settling all their past, present and future disputes matters vide a separate mutual divorce deed/mubaratnama which would be executed between the parties at the time of filing of quashing petition



U/S: 482 Cr.PC before the Hon'ble High Court of Delhi at New Delhi.

WHEREAS the first party is ready to pay a total sum of Rs. 5,00,000/- (Rupees Five Lacs Only including past, present and future alimony, entire Stridhan and Mehar) in three installments.

AND WHEREAS the first party shall pay a sum of Rs. 1,00,000/- (Rupees One Lac Only) to the second party/wife on or before 20.12.2023 before the Hon'ble Court of Ms Nidhi Singh, Ld, MM. Mahila Court, South-East, Saket Court, New Delhi as the time of withdrawal of the petition U/s 12 DV Act, 2005 vide CC No. 629/2022.

AND WHEREAS the first party shall pay a sum of Rs. 1,00,000/- (Rupees One Lac Only) to the second party/wife at the time of withdrawal of petition U/S. 125 Cr.PC vide Mt. No. 231/2022 on or before 20.12.2023 before the court of Sh. Kuldeep Narayan Ld. Judge, Family Court, South-East Saket, New Delhi.

AND WHEREAS the first party shall pay sum of Rs. 3,00,000/- (Rupees Three Lacs Only) to the second party/wife at the time of quashing of FIR No. 296/2022, U/S 498A/406/34 IPC, PS: Shaheen Bagh, New Delhi and FIR No. 0630-2021 U/S: 143/323/341/379/365/34 IPC, PS: Krishan Ganj, Ajmer (Rajasthan).

That the mother of the first party being the complainant in FIR No. 0650/2021 U/S: 143/323/341/379/365/34 IRC, PS: Krishan Ganj, Ajmer (Rajasthan) shall co-operate in the quashing petition before the Hon'ble High Court of Delhi at New Delhi.

That it is agreed between both the parties that the quashing petition in both the above said FIRs shall be moved before the Hon'ble High Court Delhi at New Delhi on or before 5th day of February, 2024..



AND WHEREAS it has been decided between the parties that the permanent custody of the minor child namely Syed Abeer Shah shall remain in the care and custody of second party/wife and the first party shall have visitation rights to see minor child namely Syed Abeer Shah with the prior consultation and comfort of both the parties.

WHEREAS the second party/wife has received all her dowry articles/stridhan from the first party/husband as per the settlement arrived between the parties and it is also agreed between the parties that if any other parties require a decree of divorce from the competent court of law in future, than both the parties shall co-operate with each other with respect the same.

WHEREAS it is also agreed between the parties that the minor child namely Syed Abeer Shah shall be entitled for his rights in the ancestral property/self acquired property including Quarter No. 36, Nawab Bahadur Shah, Shashtri Nagar, Ajmer, Rajasthan (305001) of the first party/husband i.e. the father of the minor child namely Syed Abeer Shah.

AND WHEREAS after execution of divorce deed/mubaratnama both the parties would be free and have liberty to re-marry anywhere and both the parties shall not interfere in the personal life of each other.

AND WHEREAS both the parties undertake not to proceed/file any other case in any court of law in India in future against each other and non of the parties shall raise any claims of any type whatsoever, in future against each other.

AND WHEREAS this Memorandum of Understanding has made between both the parties with their own sweet will and choice and without any pressure, coercion or threat etc. from any corner.

IN WITNESSES WHEREOF both the parties have put their



signatures on this Memorandum of Understanding in the presence of the following witnesses.”

8. As per settlement, a demand draft bearing DD No. 447762 dated 03.02.2024 again renewed on 05.08.2024 drawn from Punjab National Bank of Rs. 3,00,000/- (Rupees three lakhs) in the name of Ana Saboor is handed over to the respondent No.2 in the Court. Respondent No. 2 states that she has received the entire settlement amount.
9. 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.
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. 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. 296/2022 dated 09.08.2022 registered under Section 498A/406/34 IPC at PS Shaheen Bagh, New Delhi and all the other proceedings emanating therefrom are quashed.



11. 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.
12. In view of the above, FIR No. 296/2022 dated 09.08.2022 registered under Section 498A/406/34 IPC at PS Shaheen Bagh, New Delhi and all the other proceedings emanating therefrom are quashed. However, this shall not bind the legal rights, title, and interest of the child namely Syed Abeer Shah born on 03.11.2019, in any manner. Child namely Syed Abeer Shah born on 03.11.2019 shall be at liberty to pursue his legal rights in accordance with law.
13. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

AUGUST 28, 2024/AR/HT..