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

+ **CRL.M.C. 5649/2024**

ABDUL RASHEED ALIAS RASID AND ORS.Petitioners

Through: Mr. A.A. Chaus, Mr. Mohd. Nawas,
Adv. with petitioners in person.

versus

STATE NCT OF DELHI AND ANRRespondent

Through: Mr. Raghvinder Verma, APP for the
State with SI Sanjeev Singh, PS
Gazipur
Mr. Tarun Bitati, Ms. Jyoti Sharma,
Adv. for R-2
Respondent no.2 in person

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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04.09.2024

CRL.M.A. 21574/2024 (exemption)

Exemption is allowed subject to all just exceptions.

The application stands disposed of.

CRL.M.C. 5649/2024

1. The present petition has been filed for quashing of FIR No.553/2014 dated 07.08.2014 under Sections 498A/406/34 IPC at PS Ghazipur and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 15.11.2013 in accordance with Muslim Rites and Ceremonies. Learned counsel has also



submitted that out of the said wedlock one girl child namely Muskan was born, presently aged about 10 years. However, on account of temperamental differences and mental incompatibility, the parties started living separately since 06.03.2014 and have 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, Karkardooma Courts, New Delhi.

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 22.05.2024 on the following terms and conditions:

- “1. That the Nikah/marriage of the first party with the second party was solemnized on 15.11.2013 in Delhi as per Muslim customs. From this marriage, a daughter (Muskan, aged about Ten years) was born to both the parties, who is currently with the first party/wife and will remain with her in future also.*
- 2. That after some time of marriage estrangement started between the both the parties and relatives of the parties were trying to settle the estrangement between the parties but they were failed. After this first party has registered the FIR No.533/2014 IPC section 498A/406/34 was registered.*
- 3. That there was some discord between the first party and the second party and even after a lot of persuasion from the family members, the differences that arose between the parties did not end. As a result, both the parties decided to divorce on the basis of mutual consent.*
- 4. That due to mutual differences, on 06.03.2014, the first party/wife left the second party/husband and went to her maternal home.*
- 5. That despite a lot of efforts by the family members, relatives and friends of both the parties, both the parties are not ready to*



live with each other under one roof as husband and wife and now both the parties are going to live separately without their consent. Without any fear, pressure or coercion, they will divorce and live separately and there is no relationship left between the parties.

6. That now on the intervention of common well-wisher and respectable persons, both the parties to this deed settlement deed dated 22.05.2024 have amicably settled all their disputes and differences and have resolved the matter,

7. That today, on 22.05.2024, in exercise of their rights, both the parties are separating (getting a divorce) in the presence of witnesses as per Muslim Shariat.

8. That on 10.01.2023 at the address of the first party/wife in front of the witnesses second party namely Rashid has given Rs. 25.000/- (Rupees Twenty Five Thousand only), all jewellery and dowry articles to the first party/ wife namely Sahista and told that "I give you first Divorce", and how it is first divorce has given.

9. That on 12.02.2023 at the address of the first party in front of the witnesses. second party namely Rashid has given Rs. 25.000/- (Rupees Twenty Five Thousand only) to the first Party namely Sahista and told that "I give you second Divorce", and how it is second divorce has given.

10. That on 15.03.2023 at the address of the first party in front of the witnesses second party namely Rashid has given Rs. 30,000/- (Rupees Thirty Thousand only) to the first Party namely Sahista and told that "I give you third Divorce", and how it is third divorce has given.

11. That both the parties are decided that at the time of quashing the FIR No. 533/2014, U/s 498a/406/34 IPC, PS Ghazipur, Delhi, the first party/wife namely Sahista will appear at the time of quashing before the Hon'ble High court of Delhi.

12. That it has also been decided between both the parties that after this settlement agreement/divorce agreement, both the parties can perform their Nikah/marriage with any other person and neither party will have any objection in this.

13. That it has also been decided between both the parties that all er the custody of the child/daughter Muskaan passes to the



second party/husband will never demand the custody of the above child/daughter namely Muskaan from the first party nor, if any kind of complaint or suit is filed in any police station or court in this regard, it will automatically be considered void/dismissed.”

4. 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.
5. Both parties are present in court today, and have been duly 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 pursuant to the settlement an amount of Rs.80,000/- has been received by her as full and final settlement.
6. A joint statement of the petitioner no.1 and respondent no.2 has been separately recorded in court today, regarding the present settlement having no bearing on rights of the child namely Ms. Muskan.
7. I have gone through the settlement dated 22.05.2024. 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.

8. In view of the settlement, the FIR No.553/2014 under Sections 498A/406/34 IPC dated 07.08.2014 at PS Ghazipur and all the other proceedings emanating therefrom are quashed.
9. The petition stands disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 4, 2024

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