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

+ **CRL.M.C. 5896/2024**

SH MUHAMMAD MUDASSIR AND OTHERSPetitioners

Through: Modh. Tasleem, Mr. Abdul Kadir,
Ms. Dimpal, Advs. with petitioners.

versus

STATE NCT OF DELHI AND ANRRespondents

Through: Ms. Kiran Bairwa, APP for State and
SI Subhash Kumar, PS Sarita Vihar.
Mr. Nadeem Ahmed, Adv. with R-2.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

01.08.2024

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CRL.M.A. 22547/2024

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

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3. The Present petition has been filed under section 528 BNSS for quashing of FIR No. 101/2024 dated 20.03.2024 registered under Section 498A/406/34 IPC at PS Sarita Vihar, 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 14.03.2022 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.

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/deed dated 08.05.2024.
6. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 08.07.2024 as per Muslim rites and ceremonies. And today Demand Draft bearing No. 293310 dated 31.07.2024 in the name of Gulshan Khatun for a sum of Rupees Eighty Thousand only drawn from State Bank of India has been handed over to respondent No.2 in the court.
7. I have gone through the settlement deed dated 08.05.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. That the first party has settled all her claims regarding past, present and future maintenance for a total sum of Rs. 80,000/- (Rupees Eighty Thousand Only) and second parties have agreed to pay the same to the first party.

2. That the second party no.1 shall pronounce talaq to the first party as per Muslim Law by saying that "Main Mudassir Aaj Tumhe Gulshan Khatun Ko First Talaq Deta Hoon". The second party No.1 pronounced the first talaq today i.e. 08.05.2024 and thereafter second talaq shall pronounce on 08.06.2024 and third and final talaq shall pronounce on 08.07.2024 and

thereafter both the parties file the quashing petition before Hon'ble High Court.



- 3. That it has been agreed between the parties that the second parties shall pay Rs.80,000/- to the first in cash/DD/Cheque at the time of quashing before Hon'ble High Court of Delhi.*
- 4. That the parties have further agreed to withdraw their respective complaint, case, petition, etc., if pending before any court of law or police station against each other.*
- 5. That it has been further agreed between the parties that the parties will not file any case, complaint etc. against each other or against their family members in future.*
- 6. That is has also been agreed between the parties that they shall have no concern with each other in future and they shall be at their liberty to restart their lives as they like.*
- 7. That the first party shall have no right to file any claim or right in the property of the second party whatsoever in any manner.”*
8. 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.
9. 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. 101/2024 dated 20.03.2024 registered under Section 498A/406/34 IPC at PS Sarita Vihar, Delhi and all the other proceedings emanating therefrom are quashed.

10. 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.
11. In view of the above, FIR No. 101/2024 dated 20.03.2024 registered under Section 498A/406/34 IPC at PS Sarita Vihar, Delhi and all the other proceedings emanating therefrom are quashed.
12. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

AUGUST 1, 2024/AR..