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

+ **CRL.M.C. 6010/2024**

MOHD DANISH KHAN LODHI & ORS.Petitioners

Through: Mr.Syed, Mr.Tabish Ali Khan, Advts.
with petitioners in person.

versus

STATE NCT OF DELHI AND ANR.Respondents

Through: Ms.Kiran Bairwa, APP for the State
SI Akshay with ASI Devender Singh,
PS Shaheen Bagh
Respondent no.2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

05.08.2024

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1. Present petition has been filed for quashing of case FIR no.219 dated 25.07.2023 registered under Section 406/498A/34 IPC at PS Shaheen Bagh and all the other proceedings emanating therefrom.
2. Issue notice. Learned APP has accepted the notice.
3. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 19.12.2015 in accordance with the Muslim Rites and Ceremonies and three children namely Ayesha KhanamLodhi, aged 7 years, Aiza Khanam Lodhi, aged 5 years, and Zara Khan Lodhi, aged 4 years, were born out of the wedlock. However, from 01.11.2022, due to temperamental differences and mental incompatibility, the parties began living separately and initiated multiple litigations against each other and their respective



families, including the present FIR. Additionally, proceedings under the Domestic Violence Act and Section 125 of the Cr.P.C. were also initiated.

4. 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 27.01.2024 arrived at Mediation Centre, Saket Courts, New Delhi and started living together.
5. 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.219 dated 25.07.2023 registered under Section 406/498A/34 IPC at PS Shaheen Bagh and all the other proceedings emanating therefrom.
6. I have gone through the settlement deed dated 27.01.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

1. That the matter has been amicably settled between the parties. The Second Party/wife has agreed to join the company of First Party/husband and they shall continue to live together as husband and wife at matrimonial house.

2. It is agreed between the parties that First party/complainant shall purchase a one BHK flat at Khirki extension / Hauzrani, New Delhi within one month from today in the name of Second party/respondent and Second party / respondent shall not sell or create any third party interest in the said flat i.e. her matrimonial home without permission of the complainant/First party.

3. It is agreed between the parties that they shall co-operate with each other in all possible manner, and they will fulfill their duties and responsibilities towards each other and their family members. It



is further agreed by the First Party/complainant that he shall bear all the household expenses and personal expenses of the Second Party/respondent as well as expenses of education of their children etc.

4. It is also undertaken by the First Party that he shall provide all the decent comforts and leisure to his wife as per his status.

5. It is further agreed that parties that both the parties shall forgive each other for their past acts/complaints. They shall give respect and dignity each other and their family members.

6. It is agreed between the parties that complainant/First party shall provide all her gold ornaments to the respondent and same will be under the custody of respondent.

7. It is agreed that title documents of the flat which will be purchased by the First party in the name of the Second party, shall be in the custody of both the parties.

8. It is agreed between the parties that First party shall hand over the title documents of the flat bearing no. Khasra no. 319, Property no. E-101, Ground Floor, Shaheen Bagh, AbulFazal Enclave-II, Okhla New Delhi to the Second party.

9. It is further agreed between the parties that both the parties shall fulfill all the duties as husband and wife.

10. It is further agreed between the parties that the family/relative of the First party and second party shall not interfere in their matrimonial life in any manner.

11. It is also agreed between the parties that pursuant to this settlement reached between the parties, if Second Party/respondent lives with comfort and happiness with First Party/complainant for six months, the First Party shall withdraw the present matter on date fixed before the court concerned and Second party/respondent also shall withdraw the above connected matter i.e. MT no. 38/23 and C. No 2055/22 against the First party/complainant from the court concerned after six months with liberty for revival of the same, in case of breach of any of the terms and conditions of this settlement.

12. That the above-mentioned FIR No. 0219/2023, PS Shaheen Bagh, U/s 498A/406/34 IPC has been registered against the accused persons on the complaint of Second Party:-

(i). Mohd. Danish/Husband and his family members.

It is agreed upon that the First Party alongwith all the other co-



accused shall move for quashing of above-mentioned FIR before the Hon'ble High Court after within two months from the present settlement and the First Party shall fully co-operate in the said proceedings. It is further agreed between the parties that the First Party shall sign the affidavit of no objection, appear and do all possible acts required in order to get the above-mentioned FIR as well as proceedings emanating therefrom are to be quashed qua all the accused persons. The litigation expenses for quashing of the above-mentioned FIR shall be borne by the accused persons.

This settlement has been voluntarily arrived at between the parties with their own free will and without any force, pressure or coercion and both the parties are bound by the terms and conditions mentioned herein.”

7. 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.
8. 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 both,



Petitioner/husband and the wife/Respondent no. 2 are residing together, she has no objection if FIR no.219 dated 25.07.2023 registered under Section 406/498A/34 IPC at PS Shaheen Bagh and all the other proceedings emanating therefrom are quashed.

9. 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.
10. In view of the above, FIR no.0219/2023 dated 25.07.2023 registered under Section 406/498A/34 IPC at PS Shaheen Bagh and all the other proceedings emanating therefrom are quashed.
11. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

AUGUST 5, 2024

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