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

+ **W.P.(CRL) 2422/2024**

MOHD RIZWAN AND OTHERSPetitioner

Through: Mr. Sadiq Ali Advocate with
petitioners in person.

versus

STATE OF NCT OF DELHI AND ANR.Respondents

Through: Mr. Yasir Rauf Ansari ASC, Mr.
Alok Sharma and Mr. Vasu Agarwal
advocates for state
SI Akash Kumar PS Bhajanpura
Mr. Zahid Ali Gehlot and Mr. Tariq
Akhtar, advocate with
Respondent no.2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

09.08.2024

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1. Present petition has been filed for quashing of case FIR no.601 dated 29.09.2022 registered under Section 498A/406/34 IPC at PS Bhajan Pura and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 05.03.2020 as per Shariyat Law. No child is born out of the 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. He



submits that the marriage has already been dissolved by way of mutual consent in terms of settlement as per the provisions of Talaq-E-Hasan as provided under Muslim Personal Law Divorce Deed/Third Talaq Nama dated 20.12.2023.

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 before the Delhi Mediation Centre, Karkardooma Courts, Delhivide order dated 20.10.2023. As per the settlement it has been agreed between the parties that the petitioner No.1 shall pay Rs. 3,20,000/- (Rupees Three Lakhs Twenty Thousand only) in full and final settlement of the entire dispute to respondent no. 2/complainant. That out of above mentioned full and final amount of Rs. 3,20,000/-, Rs. 1,00,000/- will be paid at the time of taking first talaq and withdrawal of the DV Complaint under section 12 of DV Act on 20.10.2023, Rs. 1,00,000/- will be paid on or before 20.12.2023 and Rs. 1,20,000/- at the time of Quashing. In terms of the settlement all amounts have been paid.
4. Pursuant to the settlement, marriage has already been dissolved by way of mutual consent in terms of settlement as per the provisions of Talaq-E-Hasan as provided under Muslim Personal Law, Divorce Deed/Third Talaq Nama dated 20.12.2023..
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.601 dated 29.09.2022 registered under Section 498A/406/34 IPC at PS Bhajan Pura and all the other proceedings emanating therefrom.



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 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 by a decree of divorce by mutual consent vide Divorce Decree dated 20.12.2023, she has no objection if of FIR no.601 dated 29.09.2022 registered under Section 498A/406/34 IPC at PS Bhajan Pura and all the other proceedings emanating therefrom.
8. I have gone through the settlement/MOU which has been placed on record. The settlement agreement provides for the following terms and conditions:

“(a) It is agreed between the parties that they have consented to separate their ways and have decided to mutually dissolve their



marriage /take Talaaq as per Mohammadan law as per law on or before 20.12.2023.

(b) It is agreed between the parties that the husband shall pay a total sum of Rs.3,20,000/- (Three Lak:hs Twenty Thousand rupees only) to the wife towards full and final settlement of all her claims arising out of the marriage including mehar amount, iddat expenses, permanent alimony, maintenance (present, past & future).

(c) It is agreed between the parties that the payment of the settled amount shall be made by the husband to the wife in the following manner:-

(i). Rs.1,00,000/- (One Lak:h rupees only) by way of cash against receipt or demand draft/cheque before the Court of Ms. Renu Chaudhary, Ld. MM, North-East, KKD Courts, Delhi at the time of taking first talaq and withdrawal of the DV complaint under section 12 DV Act on the date fixed i.e. 20.10.2023.

(ii). Rs.1,00,000/- (One Lak:h rupees only) by way of cash against receipt or demand draft/cheque on or before 20.12.2023.

(iii). Rs. 1,20,000/- (One Lakh Twenty Thousand rupees only) by way of cash against receipt/demand draft/cheque shall be paid by the husband to the wife at the time of quashing of FIR No.601/22 registered at PS Bhajanpura under section 498A/406/34 IPC & Section 3/4 of the Dowry Prohibition Act on or before 30.01.2024. The wife shall cooperate with the respondent and his family members in quashing of FIR.

(iv). The husband and wife shall not be left with any smatrimonial rights towards each other & shall not be left with any right, title or interest in the movable or immovable properties of each other.

(v). The parties shall not interfere in each others' personal life or in the life of any of the family members of each other & shall not litigate qua the marriage in future.”

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.601 dated 29.09.2022 registered under Section 498A/406/34 IPC at PS Bhajan Pura and all the other proceedings emanating therefrom are quashed
11. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

AUGUST 9, 2024

rb/dg.