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

+ **CRL.M.C. 6524/2024**

AMIR KHAN & ORS.

.....Petitioners

Through: Mr. Dhiraj Kumar, Mr. Ripunj
Tiwari, Ms. Uma & Mr. Rahul Kumar
Singh, Advocates with petitioners in
person.

versus

STATE OF NCT DELHI & ANR.

.....Respondents

Through: Mr. Ashok Kumar Soni, Advocate for
R-2 with R-2 in person.
S.I. Sanjeet Rathee, PS Malviya
Nagar, Delhi.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

% **21.08.2024**

CRL.M.A. 24946/2024 (Exemption)

1. Allowed, subject to all just exceptions.
2. The application is disposed of.

CRL.M.C. 6524/2024

3. The present Petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (*hereinafter referred to as "BNSS, 2023"*) has been filed on behalf of the petitioners seeking to quash the FIR No. 122/2019 registered under Sections 498A/406/323/34 of the Indian Penal Code, 1860 (*hereinafter referred to as "IPC, 1860"*) at Police Station Malviya Nagar, Delhi.
4. Brief facts of the case are that the marriage was solemnized between petitioner No. 1 and respondent No. 2 on 11.03.2016 according to Muslim rites and ceremonies and one child was born from the said wedlock.
5. It is submitted that due to some dispute and temperamental



indifferences, the respondent No. 2 came back to her parental house and has been presently residing from 21.01.2018.

6. It is further submitted that on the complaint of respondent No. 2 lodged in CAW Cell, Srinivaspuri, Delhi, an FIR bearing No. 122/2019 under Sections 498A/406/323/34 of the IPC, 1860 got registered at Police Station Malviya Nagar, Delhi and also the Chargesheet has been filed in the said FIR, which is pending before the learned Trial Court Delhi.

7. It is also submitted that with the intervention of the respectable persons of the society, the parties have settled all the disputes and differences between them *vide* Memorandum of Understanding dated 16.12.2023 which *inter alia* states that: -

- (i) That the petitioner shall pay a sum of Rs. 8,75,000/- to the respondent No. 2 towards full and final settlement of all the claims of the respondent No. 2 towards, maintenance (past, present and future), permanent alimony, stridhan etc., as well as of the minor child,
- (ii) That the parties shall dissolve their marriage by way of mutual divorce according to Muslim Law,
- (iii) That the first instalment of Rs. 4,00,000/- has already been paid by the petitioner to the respondent No. 2 at the time of withdrawal of Crl. Appeal No. 193/2023 *vide* Payee Cheque No. 111240 dated 20.01.2024, drawn on State Bank of India, Faridabad Branch, Haryana,
- (iv) That the second instalment of Rs. 4,75,000/- shall be paid by the petitioner to the respondent No. 2 at the time of quashing of FIR,
- (v) That the custody of the minor son shall always remain with the respondent No. 2 and the petitioner shall have no visitation rights in



any manner,

(vi) That the respondent No. 2 shall withdraw all the cases filed against the petitioner and his family members,

(vii) That the petitioner undertakes to transfer the papers of vehicle No. HR51B44538 to the respondent No. 2, so that the vehicle may be registered in the name of respondent No. 2,

(viii) That the parties undertake that they shall not initiate any legal proceedings or otherwise against each other or their respective family members in any court of law in any manner,

(ix) That the parties shall remain bound the terms of the present MoU.

8. It is also stated that the marriage between the petitioner No. 1 and the respondent No. 2/wife has been dissolved *vide* Deed of *Mubaratnama of Divorce* dated 16.03.2024.

9. In view of the Memorandum of Understanding dated 16.12.2023, the present petition has been filed.

10. The petitioners and the respondent No. 2/wife are present in person in the Court today, and they have been identified by their counsel and Investigating Officer concerned.

11. It is further submitted that Rs. 4,00,000/- has been paid to the respondent No. 2 by the petitioner No. 1 viz, the aforesaid one instalment.

12. Today, the petitioner No. 1 has paid the second instalment of Rs. 4,75,000/- to the respondent No. 2/Shama Parveen *vide* Demand Draft No. 732945 dated 16.08.2024, drawn on State Bank of India, Main Branch Delhi, and the same has been accepted by the respondent No. 2.

13. The parties have submitted that all the disputes have been amicably



settled *vide* Memorandum of Understanding dated 16.12.2023 and thus, no fruitful purpose will be served in continuing with the FIR.

14. The present petition has been signed by the petitioners and is supported by their affidavits. The parties have endorsed and reaffirmed the terms of the settlement and they also submit that the said settlement has been arrived at between the parties without any pressure and coercion.

15. Today, the complainant/respondent No. 2/wife, who is present in person in the Court, states that she has received all amounts due to her and has no objection if the FIR is quashed.

16. In view of the above facts that the parties have amicably resolved their differences out of their own free will and without any coercion and also the fact that the present matter is a family matter, no useful purpose will be served in continuing with the proceedings, rather the same would create further acrimony between them. Hence, it would be in the interest of justice to quash the abovementioned FIR and the proceedings pursuant thereto.

17. Moreover, there is no legal impediment in quashing the FIR in question.

18. Accordingly, without prejudice to the rights of the minor child, the FIR bearing No. 0122/2019 registered at Police Station Malviya Nagar, Delhi, for offences punishable under Sections 498A/406/323/34 of IPC, 1860 and the Chargesheet and all consequential proceedings emanating therefrom are quashed.

19. The petition stands disposed of.

NEENA BANSAL KRISHNA, J

AUGUST 21, 2024

S.Sharma