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

+ **W.P.(CRL) 2548/2024**

MOHD SHAN

.....Petitioner

Through: Mr. S. H. Ansari, Mr. Jibran, Advs.
with petitioner in person.

versus

STATE NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Anad V Khatri, ASC, GNCTD
with SI Harish Kumar, PS Chandni
Mahal
Ms. Goldy Goyal, Adv. for R-2 with
R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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21.08.2024

CRL.M.A. 24869/2024(Exemption)

Exemption is allowed subject to all just exceptions.

W.P.(CRL) 2548/2024

1. The Present petition has been filed under A.226 read with section 528 BNSS for quashing of FIR No.0082/2024 registered at PS Chandni Mahal, Delhi under Sections 498A IPC and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioners submits that the petitioner No.1 and Respondent no.2/complainant married on 04.06.2018 according to muslim rites and customs. One baby child had been born on 24.11.2019 and she had expired on 03.01.2020. At present there is no child out of the said wedlock. However, on account of temperamental



differences and mental incompatibility, the parties started living separately since 20.07.2023 and instituted multiple litigations against each other and their respective families including the present FIR.

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 arrived at Delhi Mediation Centre, Tis Hazari Courts, Delhi vide Settlement dated 21.05.2024.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved as per muslim rites.
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.0082/2024 registered at PS Chandni Mahal, Delhi under Sections 498A IPC and all the other proceedings emanating therefrom.
6. I have gone through the settlement deed dated 21.05.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. It is further agreed that respondent Mr. Mohd. Shan shall pay an amount of Rs. 1,00,000/- (Rupees one lakh only) to complainant Ms. Namira towards full and final settlement of all her claims including Istridhan maintenance (present, past and future), permanent alimony, iddat, mehar etc.

2. That aforementioned settlement amount of Rs. 1,00,000/- (Rupees one lakh only) shall be paid by way of Cash/ DD to Ms. Namira, in the following manner :-



(1) Rs. 50,000/- (Rupees fifty thousand only) shall be paid on or before 28.05.2024 before Ld. Family Court concerned. The petitioner Ms. Namira shall withdraw the referred petition u/s 125 Cr. PC, at the same time.

(ii) Rs. 50,000/- (Rupees fifty thousand only) shall be paid at the time of quashing of FIR No. 82/2024. The petition for quashing of said FIR shall be moved by Mohd. Shan (respondent/ accused) in the month of July, 2024 The Ms. Namira shall cooperate to give statement, affidavit/ NOC and to do all these acts which may be required to be done before concerned Hon'ble High Court for quashing of present FIR and any subsequent proceedings arising thereto against respondent/ accused Mohd. Shan.

3. That in case of default from either side in carrying out the terms of this settlement, he/she shall be liable to pay a sum of Rs. 50,000/- (Rupees fifty thousand only) by way of penalty /compensation to the other side besides refunding the benefit received hereunder.

4. It is further agreed between the parties that after this settlement, both the parties shall be left with no right, title or interest in the movable or immovable properties of each other or their family members and both the parties and their family members shall not file any case, complaint or litigation against each other with respect to the disputes arises from the present marriage and shall cooperate with each other in execution of present settlement.

5. That the parties have gone through the terms herein before recorded and have confirmed and verified the same to be correct and that they are going to sign it without any threat, pressure, coercion or undue influence from any quarter. Both the sides undertake to abide by the terms & conditions mentioned hereinabove.

6. That contents of the settlement have been read over the explained to the parties in vernacular. ”



7. The total settlement amount in terms of settlement deed dated 21.05.2024 is Rs.1,00,000/-. Today, as per settlement, a demand draft bearing DD No.211841 dated 05.08.2024 in the name of Namira for an amount of Rs.50,000/- drawn on Union Bank of India has been handed to the respondent no.2/complainant in Court. She states that she has duly received the entire settlement amount.
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.0082/2024 registered at PS Chandni Mahal, Delhi under



Sections 498A IPC 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.0082/2024 registered at PS Chandni Mahal, Delhi under Sections 498A IPC and all the other proceedings emanating therefrom are quashed.

12. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

AUGUST 21, 2024

Pallavi/KR