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

+ **W.P.(CRL) 2560/2024**

SALMAN AHMED AND ORS

.....Petitioners

Through: Mr. Diwanshu Sehgal, Adv. (VC).
Petitioners in person.

versus

STATE GNCT OF DELHI AND ANR

.....Respondents

Through: Mr. Anand V. Khatri, ASC for State
and SI Himanshu, Ps Jafrabad.
Mr. Waseem Firoz, Mr. Sabiha, Mr.
Sazid S. R. Shah, Adv. for R-2.
R-2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

22.08.2024

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CRL.M.A. 25011/2024

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 482 Cr.P.C for quashing of FIR No. 0327/2020 dated 28.07.2020 registered under Section 498A/406/34 IPC and Section 3/4 of Dowry Prohibition Act registered at PS Jafrabad and all the other proceedings emanating therefrom.
4. Learned Counsel for the petitioner submits that Respondent



no.2/complainant married petitioner no.1 on 28.03.2019 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 dated 30.01.2023.
6. It has been submitted that the marriage between the parties have been dissolved according to the Mohammedan law on 28.03.2019.
7. 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. 0327/2020 dated 28.07.2020 registered under Section 498A/406/34 IPC and Section 3/4 of Dowry Prohibition Act registered at PS Jafrabad and all the other proceedings emanating therefrom.
8. I have gone through the settlement deed dated 30.01.2023 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“a. After explaining the process of mediation, joint and single session sessions were conducted with each of the parties wherein the parties have arrived at an amicable settlement on the terms and conditions as under-

b. It is agreed between the parties that they have consented to separate their ways and have taken Talaaq as per



Mohammedan law. They have agreed to execute Talaqnama within a week from today.

c. It is agreed between the parties that the husband shall pay a total sum of Rs.3,80,000/- (Rupees Three Lakhs Eighty Thousand 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).

d. It is agreed between the parties that the payment of the settled amount shall be made by the husband to the wife by way of RTGS/NEFT pr any other online mode in the bank account of the complainant i.e. A/C 50100408582665, IFSC NO.HDFC0000395, HDFC Bank, Yamuna Vihar Branch, Delhi.

e. It is further agreed between the parties that aforesaid settled amount shall be paid by way of three installments of Rs.80,000/-, Rs.1,50,000/- and Rs.1,50,000/-, which shall be payable on 01.02.2023, 23.03.2023 and on 03.04.2023. Second and third installments shall be paid before the Court concerned.

f. It is agreed between the parties that the wife shall withdraw the instant complaint and aforesaid Maintenance petition on the date fixed in the said cases.

g. It is agreed between the parties that Istridhan articles as mentioned in the list Annexure 'A' except A.C.. TVS scotty and family members clothes, shall be returned by the husband/his family members to the wife in the presence of witnesses, namely, Mohd. Malloob and Mohd Yusuf within one week from today.

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



i. 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. As per settlement, petitioners have paid Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) to the respondent No.2 in cash today in the court.
10. 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.
11. Both parties are present in court and have been duly identified by the IO. Respondent No. 2 submits that she has entered into the settlement voluntarily, without any fear, force, or coercion. She further submits that other petitions have already been withdrawn or dismissed, and she has received the full settlement amount. As the marriage has been dissolved between the parties, she has no objection if FIR No. 0327/2020 dated 28.07.2020 registered under Section 498A/406/34 IPC and Section 3/4 of Dowry Prohibition Act registered at PS Jafrabad and all the other proceedings emanating therefrom are quashed.



12. 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.
13. In view of the above, FIR No. 0327/2020 dated 28.07.2020 registered under Section 498A/406/34 IPC and Section 3/4 of Dowry Prohibition Act registered at PS Jafrabad and all the other proceedings emanating therefrom are quashed.
14. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

AUGUST 22, 2024/AR/NA..