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

+ **CRL.M.C. 6796/2024**

ABDUL BARKAT & ANR.

.....Petitioners

Through: Mr. Ansar Ahmad, Adv. with
petitioners.

versus

STATE GNCT DELHI & ANR.

.....Respondents

Through: Ms. Kiran Bairwa, APP for State and
Insp. Surender Singh, IO/SI Sandeep
Yadav, PS Kanjahwala and ASI
Jitender Singh.
R-2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

30.08.2024

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CRL.M.A. 25944/2024 & CRL.M.A. 25945/2024

1. Exemption allowed, subject to all just exceptions.
2. Applications stands disposed of.

CRL.M.C. 6796/2024

3. The Present petition has been filed under section 528 BNSS (Section 482 Cr.P.C) seeking quashing of FIR No. 467/2019 dated 23.11.2019 registered under Section 498A/406/506/34 IPC at PS Kanjahwala and all the other proceedings emanating therefrom.
4. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 22.11.2017 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 08.02.2024.
6. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved by way of Mubarat on 23.04.2024 as per Muslim rites and ceremonies.
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. 467/2019 dated 23.11.2019 registered under Section 498A/406/506/34 IPC at PS Kanjahwala and all the other proceedings emanating therefrom.
8. I have gone through the settlement deed dated 08.02.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. The parties have agreed to dissolve their marriage by mutual consent in accordance to the shariat Law.

2. It is agreed between parties that husband shall pay to the wife of a sum of Rs 5.25,000/-(Five Lakhs Twenty Five Thousand Only)agreed jewellery articles and utencils (list enclosed)as full & final settlement (against istridhan and dowry, maintenance towards past, present and future, Mehar. Iddat) qua this marriage in four installments by way of DD/Pay order.



3. It is further agreed between the parties that the husband will pay of Rs. 1,25,000/- (One Lakh Twenty Five Thousand only) and agreed jewellery and goods articles (list Enclosed) to the wife at the time of Divorce as per Shariat law on or before 05/04/2024 by way of DD/Pay order. It is further agreed by the parties that declaration of Talak will be filed by respondent (Abdul Barkat).

4. It is further agreed between the parties that husband will pay a sum of Rs. 1,25,000/- (One Lakh Twenty five Thousand Only) to the wife at the time of withdraw the Maintenance Mt.331/19 and execution case Ex.264/23 which is pending In the court of Mr. Dinesh Bhatt, PJ.(N/W) Family Courts Rohini, by way of DD/Pay order. (soon after Talak').

5. It is further agreed between the parties that husband (Ronal Ali) will pay Rs 1,50,000/- (One Lakhs Fifty Thousand Only) to the wife at the time of quashing of FIR no. 467/19.u/s 498A, 406, 506 & 34, IPC, PS Kanjhawla, Delhi, In Hon'ble High Court of Delhi on/before 28/07/24 and wife (Sabina) shall cooperate and sign all the necessary affidavit & do the needful.

6. It is further agreed between the parties that the DV matter no. Ct.14818/2019 pending In the court of Ms. Kanika Jain. MM Mahila Court Rohini. Shall also be withdraw by the parties Abdul barkat shall pay Rs. 1,25,000/- (One lakh Twenty Five Thousand) to Sabina at the time of withdrawing.

7. There is No child out of this wedlock.

8. It is further agreed between the parties that petitioner will withdraw the case which is pending in the court of Sh. Dinesh Bhatt, Principal Judge, Family Courts N/W Rohini.

9. It is further agreed between the parties that they will withdraw any other complaint/case filed by/against either of the parties in any other Court in Delhi/India.



10. It is further agreed between the parties that they have understood the terms/conditions of the settlement in vernacular.

11. The above settlement is with respect to all claims of wife past, present and future alimony istridhan, maintenance, pending amount of maintenance articles property etc and neither she nor her relatives shall claim anything from husband or his family members in future for herself or on behalf of child/children.

12. All the matters emanating from this marriage whether civil or criminal are settled and neither the parties nor their relatives shall make any claim against each other in future and will not file any case/complaint against other at any time in future in any Court of law/Police Station etc.

13. It is agreed between the parties that if either of the parties commit breach or default of this mutually agreed settlement after the recording of the statement In the Hon'ble court, backs out, shall give 10,00,000/-(Ten Lakhs)to the other party.It is further understood by the parties that for breach of undertaking given to the concerned court of willful/deliberate volition of a consent order/decreed, the defaulting party will be liable to be punished/penal consequences for contempt of Court.

14. The parties have agreed on each and every terms as recorded in the settlement agreement, after carefully reading over and fully understanding and appreciating the contents. scope and effect thereof, as also the consequence of the breach thereof, including payment of the fine/penalty as mentioned above.

15. The terms and conditions mentioned in the settlement have been understood in vernacular. The above said settlement is arrived at between the parties out of their own will, volition and consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (Both of Law and fact), in any form whatsoever and the



parties agreed that the settlement/agreement has been correctly recorded as per the agreed terms and conditions.”

9. However, as the parties have entered into a settlement, respondent No.2 has withdrawn the maintenance petition filed under Section 125 Cr.P.C. bearing MT. No. 331/2019, the Domestic Violence case bearing Ct. No. 14818/2019 under Section 12 of DV Act has also been withdrawn.
10. Today, as per settlement, a demand draft bearing DD No. 806425 dated 27.08.2024 of Rs. 1,50,000/- in the name of Sabina drawn from Punjab National Bank is handed over to the respondent No.2 in the Court. Respondent No. 2 states that she has received the entire settlement amount.
11. 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.
12. 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. 467/2019 dated 23.11.2019 registered under Section 498A/406/506/34 IPC at PS Kanjhwala and all the other proceedings emanating therefrom are quashed.

13. 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.
14. In view of the above, FIR No. 467/2019 dated 23.11.2019 registered under Section 498A/406/506/34 IPC at PS Kanjhwala and all the other proceedings emanating therefrom are quashed.
15. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

AUGUST 30, 2024/AR/DG..