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

+ **CRL.M.C. 6854/2024, CRL.M.A. 26200/2024**

MOHD NADEEM AND ORS

.....Petitioners

Through: Mr. Shikhara Kapoor, Adv. with the
petitioners.

versus

THE STATE GOVT OF NCT OF DELHI AND ANR.....Respondent

Through: Ms. Kiran Bairwa, APP for the State
with SI Anil Khatana, PS Lahori Gate
Mr. R.K. Singh, Adv. for R-2 with R-
2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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02.09.2024

CRL.M.A. 26201/2024 (exemption)

Exemption is allowed subject to all just exceptions.

CRL.M.C. 6854/2024

1. The Present petition has been filed under section 482 Cr.P.C for quashing of FIR No.632/2021 dated 09.11.2021 under section 498A/406/34 IPC at P.S. Lahori Gate and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that the marriage between the petitioner no.1 and the respondent no.2/complainant was solemnized on 8th October, 2015 according to Muslim rites and ceremonies at Delhi and one girl child Ms. Aayat Ansari was born out of the said wedlock on 01.06.2017. 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.

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 dated 01.12.2023 arrived at Counselling Cell, Family Court, Central District, Tis Hazari Courts.
4. Pursuant to the settlement, both parties submit that their marriage has already been dissolved through mutual divorce, which took place according to Muslim rites and customs on March 27, 2024, between Mohd. Nadeem (Husband/Petitioner) and Smt. Hina Ikram (Wife/Respondent No. 2). As part of this mutual divorce, the custody of the child shall remain with Respondent No. 2.
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.632/2021 dated 09.11.2021 under section 498A/406/34 IPC at P.S. Lahori Gate and all the other proceedings emanating therefrom.
6. I have gone through the settlement deed dated 01.12.2023 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 in accordance to the shariat law by giving divorce and to this effect they also agreed to execute Deed of Divorce/Talaknama and copy of which is being annexed herewith as Annexure-A.



2.It is agreed between the parties that husband is to pay to the wife a sum of Rs.10,00,000/-(Rupees ten lacs only) as full and final settlement (towards stridhan and permanent alimony, maintenance past, present and future, Mehar, Iddat).

3.It is further agreed between the parties that aforesaid settled amount, will be paid by the husband/ respondent to the wife/petitioner in five installments in the following manner:-

i) First installment of Rs.2,00,000/- will be paid by the second party/husband to the first party/wife on 21.12.2023 at the time of pronouncing the first talak by the husband and the wife shall withdraw the petition u/s 125 Cr.P.C. alongwith execution proceedings.

ii) Second installment of Rs.2,00,000/- will be paid by the second party /husband to the first party/wife on 01.02.2024 at the time of pronouncing the second talak by the husband and the wife shall withdraw the petition u/s 12 of D.V. Act.

iii) Third installment of Rs.2,00,000/- will be paid by the second party/husband to the first party/wife on 27.03.2024 at the time of pronouncing the third /last talak.

iv) fourth installment of Rs.2,00,000/- will be paid by the second party/husband to the first party/wife in the third week of May, 2024.

v) Fifth installment of Rs.2,00,000/- will be paid by the second party/husband to the first party/wife at the time of quashing the FIR in the month of August, 2024 at the time of pronouncing the third last talak.

4.It is further agreed between the parties that petitioner/respondent will withdraw their respective cases filed against each other as mentioned above and also which is pending in the family court, Central District, Delhi at present presided over by Shri Murari Prasad Singh, Ld. Judge.



5. It is further agreed between the parties that the husband shall pay balance amount of Rs.2,00,000/- (5th installments) to the wife at the time of quashing of FIR no.632/2021 P.S. Lahori Gate, under section 498A/406/34IPC before the Hon'ble High Court of Delhi on or before August, 2024 and the wife shall also cooperate and sign all the necessary affidavit and do the needful in quashing of the said FIR.

6. It is further agreed between the parties that if either of the parties commit breach or default of this mutually agreed settlement wife backs out, the amount taken at the time of execution of Compromise Deed, shall be returned to Husband with 2% interest per month and if husband backs out, the amount given at the time of divorce shall stand forfeited by the wife. It is further understood by the parties that for breach of the undertaking given to the concerned court or willful/deliberate violation of a consent order/decreed, the defaulting party will be liable to be punished for contempt of court.

7. There is one female child namely Aayat Ansari from this wedlock, who is/living with mother/petitioner. It is agreed amongst the parties that the custody, will be with the mother/first party namely Hina Ikram and the second party will have the visitation rights. That however in case the mother/Hina Ikram shall perform her second marriage in that event the custody of the child will be decided as per law.

8. That all the matters emanating from this marriage where 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 each other at any time in future in any court of law/ police station etc regarding the said marriage.

9. That 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 consequences of the breach thereof, including payment of the fine/penalty as mentioned above.

10. That the terms and conditions mentioned in the settlement have been understood in vernacular by either of the parties. The above said settlement is arrived at between the parties voluntarily, out of their own free will, volition and consent and without there being any undue pressure, force, coercion, influence, is representation or mistake (both of fact and law), in any form whatsoever and the parties have agreed that the Settlement/Agreement has been correctly recorded as per the agreed terms and conditions.

11. It is agreed between the parties that they shall remain bound with the aforesaid terms and conditions as mentioned in the settlement.

12. The parties will appear before the Family Court Central District, Delhi at present presided by Shri Murari Prasad Singh, i.e. on 01.12.2023.

7. A Demand Draft bearing DD No. 818622 dated 13.08.2024 drawn on Union Bank of India for the sum of Rs.2,00,000/-in the name of Hina/respondent No.2.Respondent No. 2 states that she has received the entire settlement amount i.e., Rs. 10,00,000/-.
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. In ***Parbatbhai Aahir v. State of Gujarat*** (2017) 9 SCC 641, the Supreme Court of India *inter alia* held that FIRs in matrimonial disputes can be quashed if the parties have reached a settlement, recognizing the personal nature of such disputes. However, the Court emphasized that High Courts must exercise caution, particularly when the offences involved are serious or have broader societal implications. The judgment underlines the need to balance individual rights with public interest when deciding whether to quash criminal proceedings.
10. 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 on 27.03.2024 as per as per muslim rites and customs, she has no objection if FIR No.632/2021 dated 09.11.2021 under section 498A/406/34 IPC at P.S. Lahori Gate and all the other proceedings emanating therefrom are quashed.
11. Both the parties have jointly signed the statement stating that the mutual divorce or any other settlement dated December 1, 2023, shall



not affect the legal rights, title, and interest of the female child, namely Ayat Ansari, aged 7 years, in any manner. The child, Ayat Ansari, aged 7 years, shall be at liberty to pursue her legal rights in accordance with the law.

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.632/2021 dated 09.11.2021 under section 498A/406/34 IPC at P.S. Lahori Gate 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

SEPTEMBER 2, 2024

Pallavi/NA