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IN THE HIGH COURT OF DELHI AT NEW DELHI

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W.P.(CRL) 93/2024 and CrI.M.A. 788/2024 and 38883/2024

WASIM AHMAD & ORS.

.....Petitioner

Through: Mr. Niklesh Kumari, Advocate with
petitioners in person.

versus

STATE OF NCT OF DELHI AND ANR

.....Respondents

Through: Mr. Y.R. Ansari, ASC for the State
with Mr. Amit Sahni and Mr. Alok
Sharma, Advocates with SI Arvind
Verma, P.S. Gokalpuri.
Ms. Mishika Singh, Advocate for R-2
from DHCLSC with respondent no.2
in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

23.12.2024

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1. This is a petition under Article 226 of the Constitution of India read with Section 482 Cr.P.C. seeking quashing of FIR No. 15/2021 registered under Sections 498A/406/34 IPC r/w Section 4 of Dowry Prohibition Act at Police Station Gokulpuri, Delhi.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 09.05.2015 in accordance with 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.
3. Learned Counsel for the petitioners submits that during the pendency



of the proceedings, the parties have resolved all their differences amicably in Delhi Mediation Center, Karkardooma Court, Delhi on 02.11.2022 and executed a divorce deed dated 10.04.2023. Therefore, it has been submitted that it would be in the interest of justice to quash FIR No. 15/2021 registered under Sections 498A/406/34 IPC with Police Station Gokulpuri, Delhi, and all the other proceedings emanating therefrom.

4. I have gone through the settlement dated 02.11.2022, which has been placed on record. The settlement agreement provides for the following terms and conditions:-

“1. It is agreed between the parties that they shall part their ways and shall get their marriage dissolved as per Shariyat Law on or before 30.03.2023.

2. It is agreed between the parties that the husband shall pay, a total sum of Rs.4,00,000/- (Rs. Four Lakhs only) to the wife towards full and final settlement of all her claims arising out of the marriage including mehar amount, iddat expenses, dowry articles, permanent alimony, maintenance (present, past & future).

3. It is agreed between the parties that the payment of the above stated settlement amount shall be made by the husband to the wife in the following manner:-

a) First installment of Rs.50,000/- (Rs. Fifty Thousand only) by way of cash against valid receipt/DD before the Ld. Referral Court on the date fixed i.e. 05.11.2022.

b) Second installment of Rs. 1,50,000/- (Rs. One Lakh Fifty Thousand only) by way of DD at the time of withdrawal of the connected matter bearing MT Retition No.16/20 u/s 125 Cr.PC before the Ld. Court concerned on the date, fixed, i.e. 07.12.2022.



c) Third installment of Rs.50,000/- (Rs. Fifty Thousand only) by way of DD at the time of execution of muslim MOU, as to dissolution of their marriage solemnized on 09.05.2018.

d) Fourth and final installment of Rs.1,50,000/- (Rs. One Lakh Fifty Thousand only) by way of DD at the time of recording of the parties statement qua quashing petition before the Hon'ble High Court of Delhi, in terms of present settlement.

4. It is agreed between the parties that for quashing of the FIR No.15/2021, PS Gokal Puri, under Section 498A/406/34 IPC, the husband & his family members shall take appropriate steps before the competent court on or before 30:04.2023. All the expenses qua quashing shall be borne by the husband. It has been clarified/understood by the parties that so far as non compoundable offence as registered under the FIR No.15/2021 is concerned, the present settlement does not include them in its purview and the matter pertaining to quashing petition is entirely upon the discretion of the Hon'ble High Court of Delhi. This settlement is however subject to ratio of the judgments in the cases "Vinod Kumar & others v Govt of NCT of Delhi & anr" dated 27.1.2020 (m Crl.MC No.4286/2009), "Birender .Kr.& Anr V. State of Delhi & anr" dated 17.1.2020 (in Cri.MC No.214/2020) as well as "Rakesh Jain & ors. V State & Anr dated 06.9.2019 (in Crl.MC No.2935/2019); pertaining to quashing of the FIR under Section 482 CRPC and in that context the undersigned has also made preliminary scrutiny of the facts so as to satisfy the aspect of possibility...for recording--this statement that may be acceptable to the Hon'ble High Court of Delhi, bearing in mind the law governing the compounding of the offences or exercise of power of Hon'ble High Court under Section 482 Cr.PC. Parties have been made clear that the outcome of the quashing petition shall be as per merits of the petition itself and this settlement does not confer a right thereto.



5. *It is agreed between the parties that the wife shall withdraw her present complaint u/s. 12 of DV Act from the court concerned on the date fixed i.e. 05.11.2022 in terms of the present settlement. That the wife shall also withdraw the connected case u/s 125 Cr.PC from the court concerned on the date fixed i.e. 07.12.2022 in terms of the present settlement.*

6. *It is agreed between the parties that on fulfillment of the terms of the present settlement, the wife and husband 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.*

7. *It is agreed between the parties that they 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.*

8. *It is agreed between the parties that in case of breach/violation/willful/deliberate disobedience, the party breaching the terms shall be liable for contempt proceedings and the party aggrieved shall be entitled for status quo-ante in every possible way.*

9. *It is agreed between the parties that the defaulting party would return all the benefits/advantages/privileges that have enured in its favour and both the parties would be restored to the position that was before they had arrived at such a settlement agreement.*

10. *It is agreed between the parties that the terms have been settled between the parties of their own free 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 settlement agreement has correctly recorded the said agreed terms and the contents of the settlement have been read over to the parties in vernacular.*

11. *Both the parties undertake that they will abide by and be*



bound by the agreed terms/stipulations of the settlement agreement.”

5. Respondent no. 2 is present in court and has duly been identified by the IO, She submits that the entire agreed amount has been received by her and an additional Rs.50,000/- has also been handed over to her in cash today. She submits that she has entered the settlement voluntarily without any fear, force, or coercion and since the marriage between the parties has also been dissolved, she has no objection if FIR No. 15/2021 registered under Sections 498A/406/34 IPC r/w Section 4 of Dowry Prohibition Act at Police Station Gokulpuri, Delhi and all the other proceedings emanating therefrom are quashed subject to petitioner providing her with the original Talaknama.
6. Learned counsel for the petitioner undertakes to submit original Talaknama to the respondent no. 2 today itself.
7. 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.



8. 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.
9. In view of the above, FIR No. 15/2021 registered under Sections 498A/406/34 IPC r/w Section 4 of Dowry Prohibition Act at Police Station Gokulpuri, Delhi all the other proceedings emanating therefrom are quashed.
10. The present petition along with all the pending applications, stands disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 23, 2024

AK/smg