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

+ **W.P.(CRL) 2783/2024 & CRL.M.A. 27228/2024**

GULFAM & ORS.

.....Petitioners

Through: Mr. Akram Khan, Advocate with
petitioners in person.

versus

THE STATE(GOVT OF NCT) OF DELHI & ANR.Respondents

Through: Mr. Sanjay Lao, Standing Counsel,
Crl. for State.

Mohd. Danish, Advocate for R-2 with
R-2 in person.

Insp. Sonu Ram & ASI Man Singh,
PS Shaheen Bagh, Delhi.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

09.09.2024

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1. The present Petition under Article 226 of the Constitution of India read with Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 has been filed on behalf of the petitioners seeking to quash the FIR No. 140/2024 registered under Sections 498A/406/34 of the Indian Penal Code, 1860 (*hereinafter referred to as "IPC, 1860"*) at Police Station Shaheen Bagh, Delhi.
2. Brief facts of the case are that the marriage was solemnized between petitioner No. 1 and respondent No. 2 on 27.03.2016 according to Muslim rites and ceremonies and one boy was born from the said wedlock.
3. It is submitted that due to some disputes and differences, the petitioner No. 1 and respondent No. 2 started residing separately from each



other w.e.f. March, 2021.

4. It is further submitted that the respondent No. 2 lodged a complaint with ACP, CAW Cell New Delhi which was culminated into the present FIR No. 140/2024 under Sections 498A/406/34 of the IPC, 1860 got registered at Police Station Shaheen Bagh, Delhi, which is pending before the learned Trial Court Delhi.

5. It is also submitted that during the pendency of the present FIR, the matter was referred to Delhi Government Mediation and Conciliation Centre, Qutub Institutional Area, Mehrauli, New Delhi, where the petitioner No. 1 and the respondent No. 2 have settled all the disputes and differences between them *vide* Settlement Agreement dated 16.11.2023 which *inter alia* states that: -

- (i) That the petitioner No. 1 and the respondent No. 2 have agreed to dissolve their marriage as per Shariat Law (Mubarat),
- (ii) That the petitioner No. 1 has agreed to pay a total sum of Rs. 14,00,000/- to the respondent No. 2 towards full and final settlement of all her dues, disputes and claims arising out of marriage. The said settlement amount would include all interest of the respondent No. 2 and the son, Master Zohan in respect of present, past and future maintenance, alimony, Mehar, Iddat expenses and Stridhan etc.,
- (iii) That the first instalment of Rs. 5,00,000/- shall be paid at the time of pronouncement/issuance of first Talaq Notice by way of demand draft/NEFT in the name of respondent No. 2,
- (iv) That the second instalment of Rs. 5,00,000/- shall be paid at the time of pronouncement/issuance of second Talaq Notice by way of demand draft/NEFT in the name of respondent No. 2,



- (v) That the third and final instalment of Rs. 4,00,000/- shall be paid at the time of pronouncement/issuance of third Talaq Notice by way of demand draft/NEFT in the name of respondent No. 2,
- (vi) That the custody of the minor son shall remain with the respondent No. 2 and she shall be the sole guardian of the minor son,
- (vii) That the petitioner No. 1 shall have no visitation rights *qua* the minor son,
- (viii) That the respondent No. 2 shall withdraw her complaint made in the CAW Cell, Sri Niwaspuri, Delhi within 15 days from the settlement,
- (ix) That both the parties undertake to withdraw all the cases filed against each other in view of the present settlement,
- (x) That both the parties undertake not to initiate/file any application/complaint case, civil or criminal against each other or their family members at any platform, forum or court in any manner,
- (xi) That the parties shall remain bound by the terms of the settlement.

6. It is also stated that the marriage between the petitioner No. 1 and the respondent No. 2 by way of *Talaq-e-Hasan* by serving three information/Talaq i.e., on 30.05.2024, 12.07.2024 and 20.08.2024 has been dissolved and Talaq stands confirmed on 20.08.2024.

7. In view of the Settlement Agreement dated 16.11.2023, the present petition has been filed.

8. The petitioners and the respondent No. 2/wife are present in person in the Court today, and they have been identified by their counsel and Investigating Officer concerned.



9. It is further submitted that Rs. 4,00,000/- has already been paid to the respondent No. 2 by the petitioner No. 1.

10. Today, the petitioner No. 1 has paid a sum of Rs. 10,00,000/- to the respondent No. 2 *vide* Demand Draft No. 592085, dated 12.08.2024, made in favour the respondent No. 2-Mumtaz Islam, drawn on Bank of Maharashtra, New Delhi Service Branch, which has been accepted by the respondent No. 2.

11. The respondent No. 2 is directed to make an FDR of Rs. 5,00,000/-, out of Rs. 10,00,000/- received by way of aforementioned Demand Draft, in the name of the minor son, Zohan till he attains the age of majority.

12. The parties have submitted that all the disputes have been amicably settled *vide* Settlement Agreement dated 16.11.2023 and thus, no fruitful purpose will be served in continuing with the FIR.

13. The present petition has been signed by the petitioners and is supported by their affidavits. The parties have endorsed and reaffirmed the terms of the settlement and they also submit that the said settlement has been arrived at between the parties without any pressure and coercion.

14. Today, the complainant/respondent No. 2/wife, who is present in person in the Court, states that she has received all amounts due to her and has no objection if the FIR is quashed.

15. In view of the above facts that the parties have amicably resolved their differences out of their own free will and without any coercion and also the fact that the present matter is a family matter, no useful purpose will be served in continuing with the proceedings, rather the same would create further acrimony between them. Hence, it would be in the interest of justice to quash the abovementioned FIR and the proceedings pursuant thereto.



16. Moreover, there is no legal impediment in quashing the FIR in question.

17. Accordingly, without prejudice to the rights of petitioner No. 1 to seek the custody of the minor child in future, the FIR bearing No. 140/2024 registered at Police Station Shaheen Bagh, Delhi, for offences punishable under Sections 498A/406/34 of IPC, 1860 and all consequential proceedings emanating therefrom are quashed.

18. The petition along with pending application stands disposed of.

NEENA BANSAL KRISHNA, J

SEPTEMBER 9, 2024

S.Sharma