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

+ W.P.(CRL)-2860/2024, CRL.M.A. 27869/2024

MOHD. AJMATULLA WAKAR @ DANISH & ORS.

.....Petitioners

Through: Mr. M. Hasibuddin, Adv. with
Petitioners in person.

versus

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

Through: Mr. Yasir Rauf Ansari, ASC with Mr.
Alok Sharma, Mr. Vasu Agarwal with
SI Kavish Rana, PS Laxmi Nagar,
Delhi
R-2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

13.09.2024

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The present matter has been received by way of transfer.

1. The Present petition has been filed under Article 226 of the Constitution of India r/w section 482 Cr.P.C for quashing of FIR No. 563/2023 dated 14.10.2023 registered under Section 498A/406/506/34 IPC at PS Laxmi Nagar and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 05.03.2022 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 since 07.01.2023 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 Memorandum of Understanding dated 17.08.2024.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 17.08.2024 as per Muslim rites and ceremonies.
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. 563/2023 dated 14.10.2023 registered under Section 498A/406/506/34 IPC at PS Laxmi Nagar and all the other proceedings emanating therefrom.
6. I have gone through the Memorandum of Understanding dated 17.08.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. That both the parties are executing this Mutual divorce/Talaq-E- Mubaraat, as after the execution of this deed the same shall and will be precluded that the same has been executed with their own will and consent, free from any force, coercion and pressure of what so ever nature from any side, for which only both the parties are equally shares the liabilities and responsibilities.

2. It is agreed in between the parties that second party will give divorce to first party as per Islamic law by way of present deed and the first party relinquish all her rights (except the conditions of MOU) and she will not claim



anything from the second party along with as per the Islamic law maintenance the Mehar & Iddat period maintenance(for three months maintenance) for herself, including her past, present and future claims of maintenance, interim or permanent alimony, dowry article/Istridhan articles including Jewellery (if any) or any other rights to which the first party is entitled or may be entitled in future in accordance with any law for the time being in force at present or enacted in future.

3. It is agreed between the parties that second party(Husband) shall not claim anything from the First party including any right, title and interest against any movable and immovable property and Jewellery (if any) or any other rights to which the first party is entitled or may be entitled in future in accordance with any law for the time being in force at present or enacted in future.

4. It is agreed in between the parties that both the parties shall undertakes that post dissolution of marriage by Talaq-E-Mubarrat/Mutual Consent Divorce, not to file any litigation against each other including their family members and Legal Heirs for any offence with regards to the matrimonial relationship between the parties and shall withdraw any civil/criminal cases/complaint/FIR or petition, if any from the concerned court or authorities.

5. It is agreed in between the parties that both the parties will not claim any maintenance, compensation, in terms of past, present and future maintenance, alimony, etc.

6. That both parties undertake not to claim any right or interest in any of the assets or properties between the parties along with in lieu of any other things amongst them or their families and their legal heirs.

7. That both the parties agreed and undertake that they will not make any claim or counter claim against each other in any form including any assets or properties, financial transaction amongst them or their families.



8. It is further agreed between the parties that either of them shall not file any criminal or civil cases against each other.

9. The terms and condition entitled herein above has been understood in vernacular language.

10. That this settlement is arrived between the parties voluntarily without any pressure, coercion or threat undue influence of any kind.

11. That both the parties have mutually agreed that their marriage should be dissolved by Talaq-e-Mubarrat by mutual consent.

12. That the mutual consent has not been obtained by force, fraud or undue influence.

13. It is agreed in between the parties that by executing this Deed by the parties, the second party shall orally pronounce one-time Talaq to the first party and first party shall accept the same and signed the same with the acknowledgement before the following witnesses.”

7. As per settlement, a demand draft bearing DD No. 007184 dated 06.09.2024 in the name of Razia Parveen of Rs.Two Lakh Fifty Thousand only drawn from IDBI Bank is handed over to the respondent No.2 in the Court. Respondent No. 2 states that she has received the entire settlement amount.
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. 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. 563/2023 dated 14.10.2023 registered under Section 498A/406/506/34 IPC at PS Laxmi Nagar and all the other proceedings emanating therefrom are quashed.
 10. 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.
 11. In view of the above, FIR No. 563/2023 dated 14.10.2023 registered under Section 498A/406/506/34 IPC at PS Laxmi Nagar and all the other proceedings emanating therefrom are quashed.
 12. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 13, 2024/AR/NA..