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

+ **W.P.(CRL) 2864/2024**

MUSHEER KHAN & ORS.

.....Petitioners

Through: Ms. Niklesh Kumar, Adv. with
petitioners.

versus

STATE OF NCT OF DELHI AND ANR.

.....Respondents

Through: Mr. Abhinav Kumar Arya, Adv. for
Mr.Sanjay Lao, SC for State with
WSI Khushbu, PS Kalyanpuri
R-2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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17.09.2024

CRL.M.A. 27964/2024 (Exemption)

Exemption is allowed subject to all just exceptions.

W.P.(CRL) 2864/2024

1. The Present petition has been filed under Section 482 Cr.P.C for quashing of FIR No. 0448/2016 registered under Sections 498A/406/34 IPC at PS Kalyanpuri and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 05.12.2012 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.

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 10.07.2017.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved vide Divorce Deed dated 10.07.2017 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. 0448/2016 registered under Section 498A/406/34 IPC at PS Kalyanpuri and all the other proceedings emanating therefrom.
6. I have gone through the settlement agreement/Divorce deed dated 10.07.2017 which has been placed on record. Settlement agreement/Divorce deed provides for the following terms and conditions:

“AGREEMENT/DIVORCE DEED

We Mushir Khan Sio Sh. Mohammad Sabir Ro village Imliya. District-Bulandshahr (Fariq Awwal), Sana D'o Lt. Abdul Rehman Ro D-13, Dhobi Ghat, 13. Kalyanpuri Delhi (Fanq Fateek are both).

We. Fariq Awwal and Doyam got married on 05.12.2012 according to Muslim customs Since the muriage, we have not been compatible and there has always been a rift between us. No child has been bom from the wedlock between us, Fariq Awwal and Doyam Since the relationship between the two has not been good since the marriage and now the circumstances have arisen that it has



become impossible for both of us to live together, therefore, we decided with the consent of family, community and relatives that we should separate from each other and take divorce and Fariq Awwal will give Fariq Doyam her dowry. A lump sum of Rs. 2,50,000/- (Two Lakh Fifty Thousand Rupees) has been paid in respect of dowry, Mehr, Iddat and maintenance. Therefore, as per the mutual agreement, today on 10.07.2017, Fariq Abbal divorced Fariq Doyam in front of the following witnesses, saying that Sana I divorce you. Sana I divorce you. Sana I divorce you. Which Fariq Doyam accepted with understanding and without any pressure. Fariq Abbal paid a lump sum amount of Rs. 2,50,000/- (Two Lakh Fifty Thousand Rupees) to Fariq Doyam in front of witnesses and her family members for dowry, Mehr, Iddat, dowry and maintenance, which Fariq Doyam received from Fariq Abbal in front of witnesses. Now Fariq Awwal and Fariq Doyam are free to live wherever they want and marry wherever they want Fariq Doyam will withdraw all the cases of maintenance, dowry act and domestic violence filed against Fariq Awwal and will not file any case in civil or criminal courts in this regard in future and Fariq Awwal will also not file any civil or criminal case against Fariq Doyam Therefore, this Divorce Deed Agreement Deed has been written today on 12.07.2017 so that it remains a document and can be used when needed. One copy each of this divorce deed will remain with Fariq Awwal and Fariq Doyam

Tahrir place-Bulandshahr

Compromise Deed

Today on 10.07.2017. I, Mr. Mushir Khan S/o Mr. Mohd Sabir R/o Village Imliya, District: Bulandshahr, Uttar Pradesh, without any pressure, declare that I have entered into a compromise with my wife Sana D/o late Abdul



Rehman Rie D-13. Dhobi Ghat, Block-13 Kalyanpuri, Delhi-91 in the presence of some responsible persons

1. That I, Mushir Khan son of Mr. Mohd. Sabir, resident of village Imliya, district Bulandshahr, Uttar Pradesh.

2. That it has been decided with the mutual consent of both of us that both of us, husband and wife, will live separately from now on.

3. That I have paid my wife the full amount of dowry, mehar and iddat and now there is no transaction between us

4 That we have divorced today on 10/07/2017 and from today onwards both of us will not file any case against each other in any court and we husband and wife will be free from today on 10/07/2017 to marry wherever we want

5. That now neither of us husband and wife will take any legal action against anyone in future.

6. That from today onwards I will not take any legal action against my wife and her family and I am withdrawing all the cases filed by me.”

7. It has been stated that Mr. Chaman Khan, S/o Sabir Khan (i.e. petitioner No.4) has passed away on 01.09.2018 and Mr. Sabir Khan S/o Late Sh. Makim (i.e. petitioner No.2) has passed away on 08.07.2020 and their death certificate have been already placed on record.

8. Both parties are present in court and have been duly identified by the IO. Respondent No. 2 states that she has received the entire amount as per the settlement deed and further submits that submits that she has entered the settlement voluntarily without any fear, force, or coercion. She also submits that other petitions have



already been withdrawn or dismissed. And since the marriage between the parties has also been dissolved vide Divorce Deed dated 10.07.2017 as per Muslim Rites, she has no objection if FIR No. 0448/2016 registered under Section 498A/406/34 IPC at PS Kalyanpuri and all the other proceedings emanating therefrom are quashed.

9. 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.
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. 0448/2016 registered under Section 498A/406/34 IPC at PS Kalyanpuri 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 17, 2024

Pallavi/KR